



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

9/5

1. EDS Number: D120-6-008	2. Date prepared: 7/1/2008
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 2
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 1000-10645.537000	5. Account Name: New Castle Correction Facility
6. Total amount this action: \$0.00	7. New contract total: 73,275,269.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:

Year 2006	\$6,334,308.00
Year 2007	\$13,117,443.00
Year 2008	\$20,963,822.00
Year 2009	\$21,660,961.50
Year 2010	\$11,198,734.50

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/14/2005	12. To (month, day, year): 9/13/2009
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13. Method of source selection:	<input type="checkbox"/> Negotiated
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# 5-105	<input type="checkbox"/> Special Procurement
<input type="checkbox"/> Other (specify)	

35. Will the attached document involve data processing or telecommunications systems

Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 11-12-2-1

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment sets the per diem amount for the GEO Group, Inc. to reflect changes in the inmate population caused by the return of Arizona offenders to Arizona and subsequent increase in Indiana offenders.

38. Justification of vendor selection and determination of price reasonableness:
RESULTING FROM RFP 5-105

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval

41. Date Approved

42. Budget agency approval

43. Date Approved

44. Attorney General's Office approval

45. Date Approved

46. Agency representative receiving from AG

47. Date Approved

AGENCY INFORMATION

14. Name of agency: New Castle Correctional Facility	15. Requisition Number:
---	-------------------------

16. Address: Department of Correction
New Castle Correctional Facility
1000 VAN NUYS RD
NEW CASTLE, IN 47362

AGENCY CONTACT INFORMATION

17. Name: Bob Bugher	18. Telephone #: 317/232-5718
19. E-mail address: rbugher@doc.in.gov	

COURIER INFORMATION

20. Name: Nicholas Law	21. Telephone #: 317-232-5672
22. E-mail address: nlaw@doc.in.gov	

VENDOR INFORMATION

23. Vendor ID #	0000117904
24. Name: THE GEO GROUP INC	25. Telephone #: 561-999-7305
26. Address: 621 NW 53RD ST STE 700 BOCA RATON, FL 33487	
27. E-mail address: N/A	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered)

☒ Yes ☐ No

29. Primary Vendor: M/WBE
Minority: ☐ Yes ☒ No
Women: ☐ Yes ☒ No

30. If yes, list the %:
Minority: %
Women: %

31. Sub Vendor: M/WBE
Minority: ☐ Yes ☒ No
Women: ☐ Yes ☒ No

32. If yes, list the %:
Minority: %
Women: %

33. Is there Renewal Language in
☒ Yes ☐ No

34. Is there a "Termination for Convenience" clause in the document?
☒ Yes ☐ No

Received

JUL 7 2008

RECEIVED

BIT
IDOA Contracts

JUL 22 2008

OAG-ADVISORY



**AMENDMENT NO. 2 TO CONTRACT FOR SERVICES
BETWEEN
THE INDIANA DEPARTMENT OF CORRECTION
AND
THE GEO GROUP, INC.**

The Indiana Department of Correction (hereinafter the "IDOC") and The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, FL 33487, (hereinafter "GEO") hereby enter into this Amendment No. 2 to the CONTRACT FOR SERVICES effective the 1st day of March 2008.

WHEREAS, IDOC and GEO entered into a CONTRACT FOR SERVICES executed in September, 2005 (the "IDOC-GEO Contract") for the operation and management of a 2,416 bed adult male correctional facility known as the New Castle Correctional Facility (the "Facility"); and

WHEREAS, under the terms of the IDOC-GEO Contract, GEO has been responsible for providing services to IDOC for up to 1,698 adult male IDOC inmates and, pursuant to subsequent agreements, for up to 1,260 inmates from the Arizona Department of Corrections (ADC); and

WHEREAS, IDOC and GEO entered into Amendment No. 1 to the IDOC-GEO Contract effective the 1st day of August, 2007, providing for, *inter alia*, a Price Proposal (Exhibit A) for IDOC Offender Per Diem Rates for up to 1,698 IDOC inmates; and

WHEREAS, as a result of IDOC's need for additional beds in the Facility for the housing of IDOC inmates, all but 19 of the ADC inmates have been removed from the Facility and IDOC wishes to re-establish its right to utilize all of the beds in the Facility; and

WHEREAS, the Parties wish to amend certain terms of the IDOC-GEO Contract to reflect IDOC's right to utilize the entire Facility for the housing of IDOC inmates and to establish the compensation to be paid to GEO for the housing of up to 2,416 IDOC inmates at the Facility;

NOW, THEREFORE, pursuant to the authority set forth in the IDOC-GEO Contract and the associated Facility contract procurement solicitation documents, and for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the Parties hereto agree to amend the IDOC-GEO Contract as follows:

1.0 Section 2. **Consideration**, shall be and hereby is amended to read as follows:


2. Consideration. Contractor shall be paid monthly, in arrears, based on the average daily IDOC inmate population housed at the Facility for the billing month, in accordance with the rates set forth on Exhibit A, attached hereto and incorporated herein. The total remuneration under this Contract for any single state of Indiana fiscal year shall not exceed an amount equal to the agreed per diem rate(s) times the maximum number of IDOC inmates agreed to be housed in the Facility times the number of billing days in such fiscal year. Unless otherwise determined by IDOC and confirmed by written amendment to this IDOC-GEO Contract, it is agreed that the maximum average daily number of IDOC inmates to be housed in the Facility shall not exceed 2,100.

Notwithstanding any other provision set forth in the Services Contract or Amendment No. 1 thereto, the parties hereby agree that IDOC's minimum average daily population guarantee shall be 1,890 inmates (90% of 2,100).

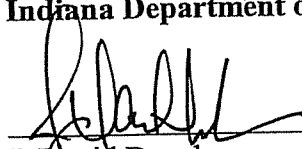
- 2.0 GEO agrees to house, at no expense or charge to IDOC, the 19 Arizona Department of Corrections prisoners currently being held for trial in Henry County on charges related to their alleged criminal behavior while housed at the Facility.
- 3.0 Exhibit A to AMENDMENT NO. 1 TO CONTRACT FOR SERVICES is hereby deleted in its entirety and is replaced with the new Exhibit A attached to this Amendment No. 2.
- 4.0 All other provisions of the CONTRACT FOR SERVICES or AMENDMENT No. 1 thereto not otherwise amended or revised by this Amendment No. 2 shall remain in full force and effect; those provisions amended or revised by this Amendment No. 2 shall be deemed terminated and of no further force or effect.

WHEREFORE, the Parties hereby enter into the foregoing Amendment effective the date first set forth above by affixing their respective authorized signatures at the spaces below.

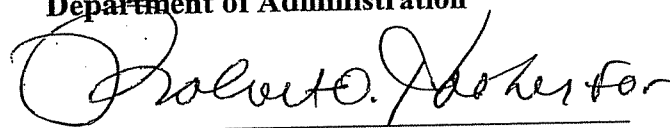
The GEO Group, Inc.


Wayne H. Calabrese
Vice Chairman and President

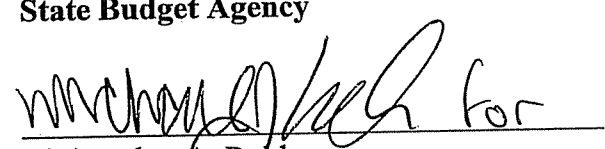
Indiana Department of Correction

 7/9/2008
J. David Donahue
Commissioner

Department of Administration


Carrie Henderson
Commissioner 7/9/2008

State Budget Agency

 for
Christopher A. Ruhl
Director 7/21/09

**APPROVED as to Form and Legality:
Office of the Attorney General**

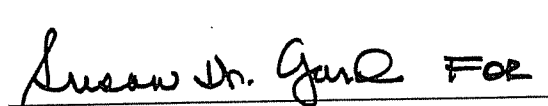
 FOR
Stephen Carter
Attorney General 7-22-08

Exhibit A

The GEO Group, Inc.
New Castle Correctional Facility – Up to 2,524 Beds
RFP 5-105

Price Proposal

Offender Per Diem (Excluding medical / mental health, dental services & food services)

The following per diem rate pricing shall apply to all IDOC male offenders housed at the New Castle Correctional Facility:

TABLE 1

Contract Year:	1	2	3	4	5	6	7	8	9	10
IDOC	09/01/05	07/01/06	07/01/07	07/01/08	07/01/09	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14
<u>Inmates</u>	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10	06/30/11	06/30/12	06/30/13	06/30/14	08/31/15
Up to 1,692 ¹	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1,693 to 2,416 ^{2,3}	n/a	n/a	\$34.30	\$31.85	\$32.49	\$32.94	\$33.63	\$34.31	\$34.99	\$35.72

1. The 1,692 population capacity is based on four 210-bed general population housing units, three 208-bed general population housing units, a 100-bed "outside" Camp, and a 128-bed Mental Health Care Unit.
2. The 2,416 population capacity is based on four 210-bed general population housing units, six 208-bed general population housing units, a 200-bed "outside" Camp, and a 128-bed Mental Health Care Unit.
3. The indicated per diem rates for inmates between 1,693 and 2,416 are "incremental" rates that only apply to those IDOC inmates housed at the Facility above a population of 1,692 during the indicated fiscal years. By way of example, if the average daily population for the billing month of January 2009 is 2,050 inmates, the amount due and payable to Contractor for that billing month would be \$2,186,668.70 (1,692 inmates times \$34.95, plus 358 inmates times \$31.85, times 31 days).



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State Form 4-921-R 0/4-00

Instructions for completing the EDS and the Contract process.

SEP 13 2007

1. Please read the guidelines on the back of this form.
2. Please type all information.

DEPARTMENT OF ADMINISTRATION

3. For amendments, renewals, attach original contract.
4. Attach additional pages if necessary.

10/29

1. EDS Number: D120-6-008	2. Date prepared: 8/20/2007
3. CONTRACTS & LEASES	
<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # <u> </u>
<input type="checkbox"/> QPA	<input type="checkbox"/> Other <u> </u>

FISCAL INFORMATION	
4. Account Number: <u>537000</u> <u>1000/1000/1000/1000</u>	5. Account Name: <u> </u>
6. Total amount this action: \$19,748,123.60	7. New contract total: 73,275,269.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2006	\$6,334,308.00
Year 2007	\$13,117,443.00
Year 2008	\$20,963,822.00
Year 2009	\$21,660,961.50
Year 2010	\$11,198,734.50

TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 9/14/2005	12. To (month, day, year): 9/13/2009
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>5-105</u>	<input type="checkbox"/> Special Procurement
<input type="checkbox"/> Other (specify) <u> </u>	

AGENCY INFORMATION	
14. Name of agency: Department of Correction	15. Requisition Number:
16. Address: Department of Correction Central Office 302 W WASHINGTON ST RM E334 INDIANAPOLIS, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Kristen Tusing	18. Telephone #: 317/233-4755
19. E-mail address: ktusing@doc.in.gov	
COURIER INFORMATION	
20. Name: Kristen Tusing	21. Telephone #: 317-233-4755
22. E-mail address: ktusing@doc.in.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000117904	
24. Name: THE GEO GROUP INC	25. Telephone #: 561-999-7305
26. Address: 621 NW 53RD ST STE 700 BOCA RATON, FL 33487	
27. E-mail address: N/A	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: <u> </u> % Women: <u> </u> %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: <u> </u> % Women: <u> </u> %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 11-12-2-1	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This amendment sets the per diem amount for the Goe Group, Inc. to increase the total offenders count of 1068 to 1698 offenders to be possible held in the New Castle Correctional Facility. The Amendment also includes the settlement for the April 24th disturbance. SFY 2008 reflects the April 24th settlement.	
38. Justification of vendor selection and determination of price reasonableness: RESULTING FROM RFP 5-105	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)	

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SEP 14 2007

OAG-ADVISORY

40. Agency fiscal officer or representative approval <u>[Signature]</u>	41. Date Approved 9-11-07	42. Budget agency approval <u>[Signature]</u>	43. Date Approved 9/14/07
44. Attorney General's Office approval <u>[Signature]</u>	45. Date Approved 9-14-07	46. Agency representative receiving from AG	47. Date Approved



**AMENDMENT NO. 1 TO CONTRACT FOR SERVICES
BETWEEN
THE INDIANA DEPARTMENT OF CORRECTION
AND
THE GEO GROUP, INC.**

The Indiana Department of Correction (hereinafter the "IDOC") and The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, FL 33487, (hereinafter "GEO") hereby enter into this Amendment No. 1 to the CONTRACT FOR SERVICES effective the 1st day of August 2007.

WHEREAS, IDOC and GEO entered into a CONTRACT FOR SERVICES executed in September, 2005 (the "IDOC-GEO Contract") for the operation and management of a 2,416 bed adult male correctional facility known as the New Castle Correctional Facility (the "Facility"); and

WHEREAS, under the terms of the IDOC-GEO Contract, GEO is currently responsible for providing services to IDOC for up to 1,068 adult male IDOC inmates; and

WHEREAS, under the terms of the IDOC-GEO Contract and the associated Facility contract procurement solicitation documents, GEO and IDOC may agree to the terms and conditions, including pricing, for the housing and care of additional adult male IDOC inmates at the Facility; and

WHEREAS, IDOC has need of additional beds in the Facility for the housing of IDOC inmates and the Parties wish to establish the compensation to be paid to GEO for such additional IDOC inmates;

NOW, THEREFORE, pursuant to the authority set forth in the IDOC-GEO Contract and the associated Facility contract procurement solicitation documents, and for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the Parties hereto agree to amend the IDOC-GEO Contract as follows:

Consideration. Paragraph 2 relating to consideration is hereby amended to read as follows:

Contractor shall be paid, in arrears, as set forth on Exhibit A, attached hereto and incorporated herein. The total remuneration under this Contract for any single state of Indiana fiscal year shall not exceed an amount equal to the agreed per diem rate(s) times the maximum number of IDOC inmates agreed to be housed in the Facility times the number of billing days in such fiscal year.

Compliance with Laws. Paragraph 10 relating to compliance with laws is hereby amended to read as follows:

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:

- (1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Exhibit A. Exhibit A is hereby deleted in its entirety and is replaced with the new Exhibit A attached to this Amendment No. 1.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment No. 1 shall remain in full force and effect.

In order to settle all financial issues related to a disturbance at the NCCF on April 24, 2007, the parties have entered into a settlement agreement, which is attached hereto and referenced as Exhibit B.

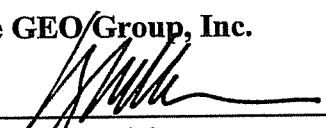
THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Non-Collusion and Acceptance

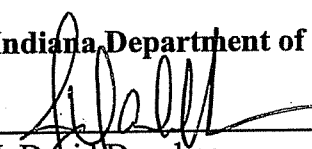
The undersigned attests, subject to the penalties of perjury, that he/she is the Contractor, or that he/she is the duly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

WHEREFORE, the Parties hereby enter into the foregoing Amendment No 1 effective the date first set forth above by affixing their respective authorized signatures at the spaces below.

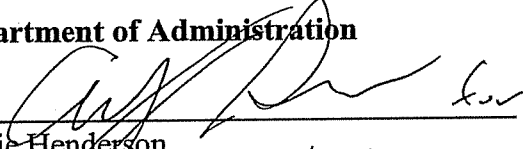
The GEO Group, Inc.


Wayne H. Calabrese
Vice Chairman and President
Date: 9-8-07

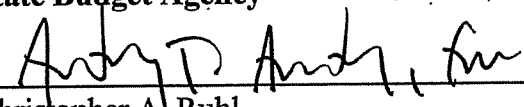
Indiana Department of Correction


J. David Donahue
Commissioner
Date: 9-11-07

Department of Administration


Carrie Henderson
Commissioner
Date: 9/13/07

State Budget Agency


Christopher A. Ruhl
Director
Date: 9/14/07

**APPROVED as to Form and Legality:
Office of the Attorney General**

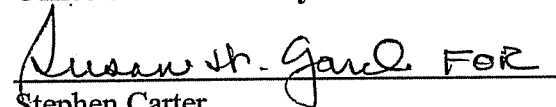

Stephen Carter
Attorney General
Date: 9-14-07

Exhibit A

The GEO Group, Inc.
New Castle Correctional Facility – 1,068 to 1,698 Beds
RFP-5-105

Price Proposal

Offender Per Diem (Excluding medical / mental health, dental services & food services)

In the event the Arizona Department of Corrections (ADC) or other third party agency occupies three (3) or fewer 210-bed housing units and GEO is paid a per diem rate of not less than \$42.50 for such ADC or other third party agency offenders (subject always to a 95% occupancy guarantee), the following per diem rate pricing shall apply to all IDOC male offenders housed at the New Castle Correctional Facility (subject always to a 90% minimum occupancy guarantee, on a housing-unit-by-housing-unit basis):

TABLE 1

Contract Year:	1	2	3	4	5	6	7	8	9	10
IDOC	09/01/05	07/01/06	07/01/07	07/01/08	07/01/09	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14
<u>Inmates*</u>	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10	06/30/11	06/30/12	06/30/13	06/30/14	08/31/15
Up to 1068	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1069 to 1278	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1279 to 1488	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1489 to 1698	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20

* Population ranges assume four, five, six or seven 210-bed housing units, plus 100 Camp inmates, plus 128 Mental Health Care Unit inmates (actual count may exceed 1068, 1278, 1488, or 1698, based on actual numbers of inmates housed in the Camp and/or Mental Health Care Unit).

In the event the Arizona Department of Corrections (ADC) or other third party agency occupies at least four (4) 210-bed housing units and GEO is paid a per diem rate of not less than \$37.50 for such ADC or other third party agency offenders (subject always to a 95% occupancy guarantee), the following **TABLE 2** per diem rate pricing shall apply to all IDOC adult male inmates housed at the New Castle Correctional Facility (subject always to a 90% minimum occupancy guarantee, on a housing-unit-by-housing-unit basis):

TABLE 2

Contract Year:	1	2	3	4	5	6	7	8	9	10
IDOC	09/01/05	07/01/06	07/01/07	07/01/08	07/01/09	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14
<u>Inmates*</u>	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10	06/30/11	06/30/12	06/30/13	06/30/14	08/31/15
Up to 1068	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1069 to 1278	\$32.95	\$33.65	\$33.50	\$34.25	\$35.00	\$35.45	\$36.20	\$36.90	\$37.65	\$38.50
1279 to 1488	\$32.95	\$33.65	\$33.50	\$34.25	\$35.00	\$35.45	\$36.20	\$36.90	\$37.65	\$38.50

* Population ranges assume four, five or six 210-bed housing units, plus 100 Camp inmates, plus 128 Mental Health Care Unit inmates (actual count may exceed 1068, 1278, or 1488, based on actual numbers of inmates housed in the Camp and/or Mental Health Care Unit).

EXHIBIT B

August 10, 2007

J. David Donahue, Commissioner
Indiana Department of Correction
Indiana Government Center-South
302 W. Washington Street
Indianapolis, Indiana 46204-2738



The GEO Group, Inc.

Corporate Headquarters

One Park Place, Suite 700

621 Northwest 53rd Street

Boca Raton, Florida 33487

TEL: 561 999 7305

561 999 7732

www.thegeogroupinc.com

wcalabrese@thegeogroupinc.com

Sent by Email and Overnight Mail

Re: NEW CASTLE DISTURBANCE – SETTLEMENT LETTER

Dear Commissioner Donahue:

Thank you again for meeting with us yesterday at your office. As a result of our discussions with you and your senior leadership team, this letter is written to confirm the agreement IDOC and GEO have reached with respect to the New Castle Correctional Facility (NCCF) and the disturbance which occurred at the facility on April 24th.

In general settlement of all pending NCCF issues related to the April 24th disturbance, GEO and IDOC agree as follows:

1. AREAS OF COST & APPROXIMATE VALUE

- A. **Damaged FF&E.** Furnishings and equipment were damaged in the April 24th disturbance. In addition, damaged areas required painting and cleaning. The agreed value of the damaged/destroyed FF&E and related painting and cleaning is \$265,532.
- B. **Damage to Buildings and Fixtures.** Fifteen doors, numerous windows, parts of the fire suppression system, fire alarm system, plumbing fixtures, lighting and electrical items, razor wire and housing unit security electronics were damaged or destroyed in the April 24th disturbance. The agreed value of the necessary repairs/replacements to the buildings and fixtures is \$328,917.
- C. **Facility Enhancements.** Enhancements were made to the facility consisting of the replacement of forty-five undamaged security doors and fabrication and placement of security bars on housing unit windows. The agreed value of such facility enhancements is \$279,409. GEO acknowledges that IDOC has previously paid \$150,000 of such costs. In addition, the agreed value of the newly installed DVR system and security mirrors in the Programs Building is \$52,203.
- D. **Emergency Response Costs.** IDOC has provided GEO with a request for reimbursement of certain identified emergency response costs reported to have been incurred by IDOC in the approximate amount of \$752,615, together with \$86,441.21 in costs reported to have been incurred by the Henry County EMS (\$161.92), the New Castle Fire Department (\$214.45), the Delaware County Sheriff's Department (\$2,765.50), and the Indiana State Police (\$83,299.34).

2. SETTLEMENT AGREEMENT

- A.** In full settlement of all costs of the repairs/replacements and enhancements set forth in paragraphs 1. A., B., and C., above, and without admitting that GEO is responsible for future damage to the NCCF buildings or fixtures, GEO agrees to pay all vendor invoices for the repairs/replacements and enhancements set forth in paragraphs 1. A., B., and C., above, in the agreed amounts set forth therein, which payments shall include reimbursement to IDOC of the \$150,000 in facility enhancements previously paid by IDOC to a vendor. Such reimbursement by GEO to IDOC shall be made in the form of a \$150,000 credit (reduction) against GEO's August 2007 billing for services under GEO's NCCF Contract.
- B.** In full settlement of all costs set forth above in paragraph 1. D. related to IDOC emergency response costs, GEO agrees to reimburse IDOC the sum of \$144,289, which reimbursement shall be made in the form of a further \$144,289 credit (reduction) against GEO's August 2007 billing for services under GEO's NCCF Contract. In addition, GEO shall immediately pay the other non-IDOC emergency response providers listed in paragraph 1. D., above, the respective amounts due each such provider as listed therein.
- C.** In addition to the foregoing, IDOC and GEO agree that the following further facility enhancements will be made subject to a mutually agreeable timetable:
1. Housing Unit cameras will be installed and connected to a monitor at each of the Housing Unit Control stations as directed by IDOC. The cost of all related equipment and material will be paid by IDOC, with GEO to provide all necessary labor and associated costs.
 2. Detention door cuff ports will be installed as directed by IDOC. The cost of all related equipment and material will be paid by IDOC, with GEO to provide all necessary labor and associated costs.
 3. Fence twists will be replaced with more secure fasteners as directed by IDOC. The cost of all related materials will be paid by IDOC; with GEO to provide all necessary labor and associated costs.
 4. The separation fencing between housing buildings will be upgraded as directed by IDOC. The cost of all related equipment and material will be paid by IDOC, with GEO to provide all necessary labor and associated costs.
 5. The Programs Building will be hardened as directed by IDOC. The cost of all related equipment, material and labor will be paid by IDOC.

If the foregoing meets with your approval, please so indicate by affixing your signature below and returning a signed original in the enclosed envelope to our office for our files. Once again, we want to sincerely thank you and your staff for working so diligently and professionally in bringing these pending issues to a close. We will, in turn, continue to do all we can to earn your continued support of our efforts in providing the state of Indiana with a first-class facility operation at the New Castle Correctional Facility.

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

11/4
BW

1. EDS Number: D1276-008		2. Date prepared: September 13, 2005	
3. CONTRACTS & LEASES			
<input checked="" type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for Procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment <input type="checkbox"/> Renewal <input type="checkbox"/> Other	
FISCAL INFORMATION			
4. Account Number: 1000/390000/106450		5. Account Name: New Castle Correctional Facility	
6. Total amount this action: \$53,527,145.40		7. New contract total: \$53,527,145.40	
8. Revenue generated this action:		9. Revenue generated total contract:	
10. New total amount for each fiscal year: Year 05/06 \$ 6,334,308.00 Year 06/07 \$13,117,443.00 Year 07/08 \$13,407,458.40 Year 08/09 \$13,624,209.00 Year 09/10 \$ 7,043,727.00			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 9/14/2005		12. To (month, day, year): 9/13/2009	
13. Method of source selection: Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> <input checked="" type="checkbox"/> RFP # 5-105 <input type="checkbox"/> Other (specify) _____			
35. Will the attached document involve data, processing or telecommunications systems(s)? <input type="checkbox"/> Yes: ITOC or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): I.C. 11-12-2-1 Et. Seq.			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) N This contract is an all inclusive agreement for the operation and management of a correctional facility. This agreement will significantly reduce the total operational expenditure of this facility.			
38. Justification of vendor selection and determination of price reasonableness: Resulting from RFP 5-105.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval <i>Josef Destard</i>		41. Date Approved 9/15/05	
44. Attorney General's Office approval <i>7</i>		45. Date Approved 9-28-05	
42. Budget agency approval <i>myg</i>		43. Date approved SEP 15 2005	
46. Agency representative receiving from		47. Date Approved SEP 15 2005	

AGENCY INFORMATION14. Name of agency:
Department of Correction

15. Requisition Number:

16. Address:

302 W. Washington St., E-334
Indianapolis, IN 46204**AGENCY CONTACT INFORMATION**

17. Name: Janet S. Hardwick

18. Telephone #:
233-4755

19. E-mail address jshardwick@coa.doc.state.in.us

COURIER INFORMATION

20. Name: Janet S. Hardwick

21. Telephone #:
233-4755

22. E-mail address: jshardwick@coa.doc.state.in.us

VENDOR INFORMATION

23. Taxpayer Identification Number: 065-0043078

24. Name: The GEO Group, Inc.

(561) 999-7305

26. Address:

One Park Place, Suite 700
821 Northwest 53rd Street
Boca Raton, Florida 33487

27. E-mail address:

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No29. Primary Vendor: M/WBE
Minority: ☐ Yes ☒ No
Women: ☐ Yes ☒ No30. If yes, list the %:
Minority: _____ %
Women: _____ %31. Sub Vendor: M/WBE
Minority: ☒ Yes ☐ No
Women: ☒ Yes ☐ No32. If yes, list the %:
Minority: 5 %
Women: 5 %33. Is there Renewal Language in the document?
☒ Yes ☐ No34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No**RECEIVED**

SEP 22 2005

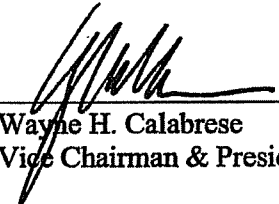
OAG-ADVISORY**Received**

SEP 15 2005

IDOA Contracts

AGREED:

The GEO Group, Inc.

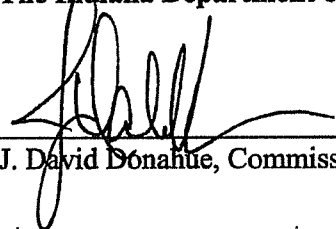


Wayne H. Calabrese
Vice Chairman & President

8/10/07
Date

AGREED:

The Indiana Department of Correction



J. David Donahue, Commissioner

8-14-07
Date

CONTRACT FOR SERVICES

This Contract, entered into by and between the Indiana Department of Correction (the "State") and **The GEO Group, Inc., One Park Place, Suite 700, 821 Northwest 53rd Street, Boca Raton, Florida 33487** (the "Contractor"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the State desires to contract for services for the operation and management of an adult male correctional facility known as the New Castle Correctional Facility; and

WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. **Duties of Contractor.** Contractor shall provide the services set forth on **Exhibits A, B, C, and D** attached hereto and incorporated herein (the "Services"). In addition, the Contractor agrees to the following conditions:
 - a. The Contractor will interview or offer to interview 100% of current New Castle Correctional Facility staff for potential employment opportunities. The Contractor will provide current staff with all wage and benefit information a minimum of forty-eight (48) hours prior to the date and time of scheduled interviews. The Contractor shall submit a proposed interview schedule to the State contact identified in Subsection 33 "Notices to Parties" within fifteen (15) calendar days from the date of contract execution.
 - b. The Contractor will continue the existing space and equipment allocation agreement for use by AT&T staff to operate the offender telephone system.
 - c. The Contractor will utilize the amended staffing pattern proposed in Exhibit C, attached hereto and incorporated herein, to allow for the addition of two (2) staff members to assume duties and responsibilities to support the States' offender re-entry program.
 - d. The Contractor will utilize the staffing pattern proposed in Exhibit C to allow for the assignment of two (2) custody positions to the supervision of community work crews.
 - e. The Contractor will ensure that an appropriate and comprehensive substance abuse program is made available to the offender population. Offender participation and successful completion shall result in qualification for gain-time credit, as per State policy and established procedure. The Contractor will be responsible for the time calculation of each offender housed at the New Castle Correctional Facility.
 - f. The Contractor will modify operational procedures proposed in Exhibit B to ensure that 100% of the offender population, having contact with visitors, will be strip-

- o. During the first ninety (90) operational days, the Contractor agrees to accept up to fifty (50) new offenders per day until the target population of 1,068 is reached.
 - p. The Contractor will review all policy and procedure to ensure compliance with State established policy and procedure.
 - q. The Contractor will modify purchasing policy and procedure to ensure that guidelines are established for the identification, evaluation, and potential purchase of goods and/or services from businesses owned and operated within the State of Indiana.
 - r. The Contractor will utilize the Correctional Training Institute (CTI) for required pre-service training of applicable staff. The Contractor's monthly invoice shall be reduced One Hundred Dollars (\$100.00) per staff member attending the three (3) week pre-service training, or Thirty-five (\$35.00) per week if attending less than three weeks, during the month of invoice coverage. The Contractor's employees participating and successfully completing the program will be issued up to six (6) college credit hours from Indiana State University, 218 N. 6th Street, Erickson Hall, Terre Haute, Indiana 47809, at no cost to the Contractor or Contractor's employee.
 - s. In connection with the work performed under this Contract, the Contractor shall secure and keep in force Commercial General Liability coverage, during the term of this Contract.
- 2. **Consideration.** Contractor shall be paid, in arrears, as set forth on Exhibit A, attached hereto and incorporated herein. The total remuneration under this Contract shall not exceed Fifty-three Million, Five Hundred Twenty-Seven Thousand, One Hundred Forty-five Dollars, and Forty Cents (\$53,527,145.40).
- 3. **Term.** This Contract shall be effective for a period of **forty-eight (48) months beginning on September 14, 2005 or date of final State approval, whichever is later, and shall terminate on September 13, 2009 or forty-eight (48) months after date of final approval, whichever is later.** Services and associated payment shall commence on January 2, 2006 and terminate on January 1, 2010. This contract may be renewed for three (3), two (2) year terms for a total of ten (10) years as identified in Exhibit A, attached hereto and incorporated herein.
- 4. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during the term of this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies of such records shall be furnished at no cost to the State if requested.
- 5. **Additional Services:** If there are Additional Services, the parties agree to review the services required and negotiate a modification of this Agreement to provide adequate compensation for the Additional Services prior to the Contractor's performance of such Additional Services. The Contractor shall

provide reasonable notice, in writing, and documentation or information supporting the additional compensation required by the Contractor to offset the cost of the Additional Services. All modifications to the Agreement must be approved by all appropriate signatories hereto.

6. **Assignment; Successors.** The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
7. **Audits.** Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.
8. **Authority to Bind Contractor.** Notwithstanding anything in this Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State.
9. **Changes in Work.** In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.
10. **Compliance with Laws**
 - A. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.
 - B. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.
 - C. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in

arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

- D. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.
- J. As required by IC 5-22-3-7:
 - (1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
 - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or

principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

11. **Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule, or regulation.
12. **Confidentiality of Data, Property Rights in Products, and Copyright Prohibition.** The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and to the State while such property is within the control and/or custody of the Contractor. By this Contract, the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.
13. **Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor pursuant to this Contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.
14. **Conflict of Interest.**
 - A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

 1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.
 - B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
 - C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including

cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

15. Continuity of Services.

- A. The Contractor recognizes that the Services provided are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training, and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written request:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the Services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

16. Debarment and Suspension. Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal", for purposes of this Contract, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

17. Default by State. If the State, sixty (60) days after written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

18. Disputes. Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the dispute resolution procedure contained herein.

19. Drug-Free Workplace Certification. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of this Contract as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

20. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any employment non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

21. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

22. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

23. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

24. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the State and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

26. Information Technology Enterprise Architecture Requirements

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may

terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

27. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services to be provided, the parties agree that should such individual leave Contractor's employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon (30) days prior written notice.
- B. In the event that Contractor is an individual, that individual shall be considered a key person and, as such, essential to the Contract. Substitution of another person for Contractor shall not be permitted without express written permission from the State.
- C. Nothing in sections A or B, above, should be constructed to prevent Contractor from using the service of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person to this Contract is not applicable.

28. Licensing Standards. The parties agree that Contractor and its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor agrees to notify State immediately thereof.

29. Penalties and Liquidated Damages: In the event that the Contractor is unable to provide services for offenders in the level and manner described in this Agreement, the State may setoff against the next monthly reimbursement due to the Contractor an amount equal to One Hundred Percent (100%) of the Contractor's cost for the services not provided to the offenders, in addition to a minimum \$5,000.00 – maximum \$10,000.00 sub-standard performance penalty to be assessed each month following the initial thirty (30) day period for non-compliance, and assessed for each occurrence of non-compliance. The Contractor shall provide documentation or information supporting the services provided and the cost associated with the services in question. The deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of the damages that will be incurred by the State should the Contractor fail to provide the services specified in this Agreement.

Notwithstanding the first paragraph of this Section, no setoff or penalty payment shall occur unless the deficiency continues without being cured for a period of thirty (30) consecutive days after the Department provides written notice of the deficiency pursuant to Section 33.

30. Merger & Modification. This Contract constitutes the entire agreement between the parties. No other understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

31. Minority and Women Business Enterprise Compliance. The Contractor agrees to comply fully with

the provisions of the Contractor's MBE/WBE participation plan.

- 32. Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Contractor's execution of this Contract also signifies Contractor's compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

- 33. Notices to Parties.** Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notices to the State shall be sent to:

**J. David Donahue, Commissioner
Indiana Department of Correction
IGC-S, Room E-334
302 West Washington Street
Indianapolis, Indiana 46204**

Notices to the Contractor shall be sent to:

**Amber Martin, Vice President - Contracts
The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, Florida 33487**

With a copy to:

**John Bulfin, General Counsel
The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, Florida 33487**

Payments to the Contractor shall be sent to:

**The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, Florida 33487**

- 34. Order of Precedence.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract; (2) the State's Request for Quotation/Bid; (3) attachments prepared by the State; (4) Contractor's response to State Request for Quotation/Bid; and, (5) attachments prepared by the Contractor.
- 35. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.
- 36. Payments.** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are subject of this Contract except as permitted by IC 4-13-2-20.
- 37. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.
- Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.
- 38. Renewal Option.** This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed Contract may not be longer than the term of the original Contract.
- 39. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not

affect the validity of the remaining sections, subsections, clauses or provision of this Contract.

40. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

41. Taxes. The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

42. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of Services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for Services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

43. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor **fails to**:

- 1) Correct or cure any breach of this Contract;
- 2) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
- 3) Make progress so as to endanger performance of this contract; or
- 4) Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

44. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be in writing and signed by the

party claimed to have waived such right.

45. Work Standards. The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

46. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

The rest of this page is left blank intentionally.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: _____

Printed Name: Amber D. Martin

Title: Vice President, Contracts

Date:

Indiana Department of Correction:

Signature:

Printed Name: J. David Donahue

Title: Commissioner

Date:

Indiana Office of Technology

Karl B. Browning, Chief Information Officer

Date:

Department of Administration

Earl A. Goode

Commissioner

Date:

State Budget Agency

Charles E. Schallio

Director

Date:_____

~~Office of the Attorney General~~

Stephen Carter

Attorney General

Date:

-Exhibit A



STATE OF INDIANA

DEPARTMENT OF ADMINISTRATION
Procurement Division
402 W Washington Street, Room W468
Indianapolis, Indiana 46204
317 / 232-3053

MEMORANDUM

To: Janet Hardwick

From: James Osborne, Sr. Purchasing Administrator

James Osborne

Date: June 13, 2005

Re.: RFP 5-105

Enclosed with this RFP is a copy of the Individual Acknowledgement Form. **Everyone that is going to evaluate this solicitation must sign this form.** Please make a copy for each member of the Evaluation Team. Each team member must be a State employee. Consultants may be used as evaluation team members only when a contractual agreement exists between your agency and the consultant. Evaluation team members can not have any vested interest in the outcome of the solicitation.

These forms must be returned to IDOA at least one week prior to the closing date of this package. Please include with this sheet a copy of the score sheet that is going to be used to evaluate the proposals.

No proposals will be released until these forms are on file.

June 15, 2005

June 22, 2005

The State of Indiana seeks responses to Request for Proposals RFP 5-105 from qualified respondents for Indiana Department of Correction for Evaluation of Management/Operation of Adult Male Correctional Facility. Proposals will be received until 3 p.m. EST on July 1, 2005, at the IDOA office in Room W468 of the Indiana Government Center South, 402 W. Washington St., Indianapolis, IN 46204. Specifications may be obtained by contacting James Osborne, Sr. Purchasing Administrator at the above address, at (317) 232-3034, or by visiting the IDOA Procurement Division's Electronic Solicitation Posting (ESP) on the State of Indiana's site on the World Wide Web:

<http://www.in.gov/idoa/proc>

STATE OF INDIANA

REQUEST FOR PROPOSALS

5-105

INDIANA DEPARTMENT OF ADMINISTRATION

AND THE

INDIANA DEPARTMENT OF CORRECTION

Solicitation for:

Management/Operation of Adult Male Correctional Facility

Proposal Due Date: July 1, 2005

This is an electronic version of a Request for Proposals (RFP). Any alteration to the text or any file associated with this RFP in any way that could be construed to change the intent of the original document is forbidden. Any changes made to the original document may result in your proposal being considered nonresponsive.

The original signed document is on file with the Indiana Department of Administration, Procurement Division.

Thank you for your interest in doing business with the State of Indiana.

CONTENTS OF RFP 5-105

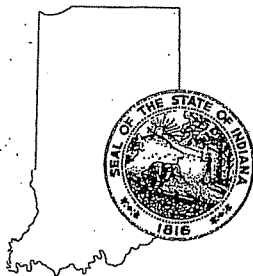
RFP 5-105 consists of the following documents, which may be downloaded from this web site:

- RFP-5-105
- Addendum 1, *Corrected IDOA Telephone Number for Additional Information CD's.*
- Addendum 2, *Revised Proposal Due Date.*
- Appendix A, *Current Facility Vehicle Mileage.*
- Appendix B1, *IDOC Policy 00-02-201.*
- Appendix B2, *IDOC Policy 04-02-101.*
- Appendix C, *Current Medical Financial Agreement.*
- Appendix D, *Current Facility Staffing Plan.*
- Appendix E, *Current Food Service Financial Agreement.*
- Appendix F, *Budget Allotment Form.*
- Appendix G, *Commissary Information.*
- Additional IDOC Policy, *IDOC Policy 00-01-102.*
- Attachment A. This is one form: The Minority and Women's Business Enterprise (MWBE) Participation Plan form. A completed version of this document must be

included with your response.

- Attachment B, *Sample Contract*.
- Attachment C, *Indiana Economic Impact Form*.
- Attachment D, *Form of Proposal*.
- Attachment E, *Policy and Administrative Procedure Table of Contents for the Additional Policy CD*.
- Attachment F, *New Castle Correctional Facility Fixed Assets Inventory*.
- Attachment G, *Current Facility Warranty Information*.
- Attachment H, *Drawing of Physical Plant*.
- Attachment I, *Twelve Month Expenditures*.
- Questions and Answers about the RFP. The inquiry period for this RFP closed June 17, 2005, at 3 p.m. Eastern Standard Time. Posted 6/28/05.
- Supplemental Questions and Answers about the RFP. These questions and answers were accidentally omitted from the main question and answer document posted earlier. The questions were received by the original due date and time and were not accepted late.

Note: These files are Adobe Acrobat 5.0 (*.pdf) documents.



STATE OF INDIANA

DEPARTMENT OF ADMINISTRATION

Procurement Division

402 W Washington Street, Room W468

Indianapolis, Indiana 46204

317 / 232-3053

DATE: June 13, 2005

TO: All Potential Respondents to RFP 5-105

FROM: James Osborne, Sr. Purchasing Administrator

A handwritten signature in cursive script that reads "James Osborne".

SUBJECT: Electronic Version of RFP 5-105

The Indiana Department of Administration (IDOA) wishes to call your attention to State of Indiana Request For Proposal 5-105, issued on behalf of Indiana Department of Correction, which identifies DOC need for Management/Operation of Adult Male Correctional Facility. The RFP may be found on the State of Indiana website:

<http://www.in.gov/idoa/proc/>

Follow the link named "Current Solicitation Opportunities" to link to the RFP, which is available for downloading from the web.

Please note that all updates to this solicitation will be made available only through the State of Indiana website.

If you are unable to download this file from the web, one copy will be provided to you at your request.

We hope you will consider this opportunity and respond if you believe you can meet the needs of the State.

We would like to invite you to take this opportunity to become a registered vendor with the State of Indiana. Vendors cannot be awarded a contract to do business with the State of Indiana unless they are registered. Please follow the links on our website to register.

Please note the following:

This is an electronic version of a Request for Proposal (RFP). Any alteration to the text of this RFP in any way that could be construed to change the intent of the original document is forbidden. Any changes made to the original document may result in any subsequent proposal you submit, for any solicitation opportunity, being considered nonresponsive.

The original signed document is on file with the Indiana Department of Administration, Procurement Division.

Thank you for your interest in doing business with the State of Indiana.

RFP-5-105
SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

The Indiana Department of Administration (IDOA), acting on behalf of the Indiana Department of Correction (IDOC), requires the management and operation of an adult male correctional facility in New Castle located in Henry County, Indiana. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

ACA	The American Correctional Association is a not-for-profit correctional association that maintains a voluntary accreditation program for prisons that meet its published standards.
Additional Services	Those additional operation and management services required to be furnished by the Contractor and which are due to changes in the ACA Standards, Department policies, laws, government regulations, or court orders generally applicable to the Department and which changes may cause an increase in the cost of providing services.
Accreditation	Award given by the National Commission on Correctional Health Care or the American Correctional Association signifying compliance with the required number of current standards for each organization.
CAC	The Commission on Accreditation for Corrections is a not-for-profit body, independent from but associated with the American Correctional Association. The main responsibility of this board is to conduct the accreditation hearings to verify that those agencies applying for accreditation comply with the applicable standards.
Contract Monitor	The person or designee appointed by the Department, who shall work for and be paid by the Department to act as the official liaison between the Department and the Contractor on all matters pertaining to the services.

- corporate and politic.
- C) A state educational institution.

Vendor

Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

1.3 PURPOSE OF THE RFP

This RFP solicits proposals from organizations with experience and expertise in the management and operation of a correctional facility. The facility is located in New Castle in Henry County, Indiana and currently houses Security Level I through Security Level IV adult male felons.

As of April 13, 2005, the facility has 361 offenders in three (3) of the thirteen (13) buildings/units located on the property. One building/unit serves as the reception and receiving area for offenders, houses offenders with special psychiatric needs, offenders requiring disciplinary segregation, and offenders requiring infirmary care. The remaining twelve (12) buildings/units house general population offenders. The facility is currently authorized for 313 State employees, consisting of a wide range of employee classifications. All food, medical, education, recreation, religious, and various program services are provided on-site, with the exception of special off-site medical care. In addition to the offender housing building/units, the physical plant has one (1) building which contains administrative office space and a large offender program area. A recreation building and outdoor activity area is accessible to the offender population. The physical plant perimeter is fenced, has electronic monitoring, and has one (1) manned guard tower.

The facility is located on approximately 325 acres. The square footage and anticipated population (where applicable) for each physical structure is as follows: one (1) Mental Health, Segregation, and Receiving Building at 31,296 square feet with 128 psychiatric, 48 segregation, 8 isolation, and 27 infirmary beds; one (1) General Housing Building at 64,450 square feet, with 88 beds; ten (10) General Housing Buildings at 21,644 square feet each, with 144 beds each; one (1) Minimum Housing Building (outside fenced perimeter) at 13,800 square feet, with 200 beds; one Administration Building at 55,928 square feet; one (1) Program Services Building at 126,117 square feet; and, one (1) Recreation Building at 18,602 square feet.

CD's containing additional information on facility blueprints and IDOC policies may be obtained by contacting IDOA at 317-234-3034.

Once the Contract is awarded and access is provided to the facility, the Contractor shall be prepared to acquire additional offenders to reach an IDOC operational need level of 1,068 offenders within the first year of operation. Based on the current needs of the IDOC, if successfully bid, the Facility will be managed by a Contractor and will house 100 Level I general population offenders for out-custody work details, 128 Level II through Level IV psychiatric needs offenders, and 840 Level II general population offenders. The IDOC reserves the right to, with the consent of the Contractor, house

Indiana Department of Administration
402 West Washington Street, W468
Indianapolis, IN 46204

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per respondent should be submitted.

The State of Indiana accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

Caution to respondents about shipping/mailling: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom and not directly to the designated department. It is the responsibility of the respondent to make sure that solicitation responses are received by the Procurement Division on or before the designated time and date. Late submissions will not be accepted. The IDOA Procurement clock is the official time for all solicitation submissions.

Questions/Inquiries

All questions regarding this RFP must be submitted in writing to the above address no later than **3 p.m. Eastern Standard Time on June 17, 2005**. Inquiries may also be submitted via fax (317-234-1281) or email rfp@idoa.state.in.us and must be received by IDOA Procurement by the time and date indicated above. Questions submitted after 3 p.m. may not be considered.

Following the question due date, IDOA personnel will assemble a list of the compiled questions asked by all respondents. The responses will be posted to the IDOA website approximately one week after the question due date listed in the RFP timetable, Section 1.26. The Question and Answer link will not become active until IDOA has provided responses to all questions. IDOA reserves the right to determine, in its sole discretion, whether questions will be addressed in writing and placed on the Procurement page on the State's web site for downloading. Only answers signed by the Director of the Procurement Division or his/her designee, or posted on the State's web site, will be considered official and valid by the State. No negotiations, decisions, or actions shall be initiated by any respondent as a result of any verbal discussion with any State employee.

The per diem will be used to determine compensation during the initial 90 day phase in period. The per diem will also be used to determine compensation for the end of contract transition period (the length of which will be negotiated as part of the definitive agreement).

For all other periods during the term of the agreement, the Contractor's total compensation will consist of a fixed component and a variable component, both of which will be based on the per diem. The fixed component will be the product of the per diem and the State's offender guarantee (the offender guarantee is a minimum number of offenders for which the Contractor will be compensated; generally the offender guarantee will be equal to 90% of the Contractor's capacity commitment). The variable component will be the product of the per diem and the number of offenders at the Facility in excess of the offender guarantee (computed on a daily basis). For example, initially the Contractor's capacity commitment will be 1068 offenders and the minimum offender guarantee will be 962 offenders. The Contractor will receive a fixed fee equal to 962 multiplied by the per diem. For any day on which there are more than 962 offenders at the Facility, the Contractor will receive variable compensation equal to such excess multiplied by the per diem. All compensation will be paid on a monthly basis.

During the term of the agreement, the Contractor may be asked to increase its offender capacity commitment beyond the initial commitment of 1068 offenders and up to 2416, the maximum capacity of the Facility. In that event, the Contractor will receive additional compensation determined as follows.

Each request by the State for additional offender capacity will result in a supplemental per diem to be negotiated at the time such additional capacity is requested. In no event will the supplemental per diem exceed the per diem initially submitted by the Contractor in its response.

For the first 142 additional offender capacity (that is, up to 1210 total offenders), the Contractor will be compensated on the basis of the supplemental per diem. For offenders beyond 1210, the Contractor will be compensated on the basis of an additional fixed fee and additional variable compensation. More specifically, when the State asks for additional offender capacity beyond 1210, it will guarantee payment of 90% of those additional offenders computed at the supplemental per diem and that amount will represent an additional fixed fee. On any day on which the number of offenders exceeds 1210 plus 90% of the additional requested capacity, the Contractor will be paid an amount equal to the per diem multiplied by such excess. All additional compensation will be paid monthly.

As an example, assume the State requests the Contractor to increase its capacity to 1500 offenders. The Contractor's total compensation will be determined as follows. The first 1068 offenders will generate compensation as described above (effectively, on a daily basis at the initial per diem). The next 142 offenders will generate compensation computed on a daily basis using the supplemental per diem. The next 261 offenders will generate fixed compensation for the remainder of the contract term equal to 261

1.11 CONTRACT NEGOTIATIONS

After recommendation of a selected respondent by appropriate officials of the State, contract negotiations will commence. The contract will include the applicable State-required clauses, terms and conditions set out in Attachment B of this document. It may also contain additional provisions presented by the respondent that are acceptable to the State and additional terms and conditions to which the parties agree. If at any time contract negotiations are determined to be ineffective by the Commissioner of IDOA or his/her designee, IDOA will cease all activities with that respondent and begin contract negotiations with the next highest ranked respondent. This process may continue until either the State executes a completed contract or IDOA determines that no acceptable alternative proposal exists.

1.12 REFERENCE SITE VISITS

The State may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

1.13 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more respondent(s) to provide the complete set of products and services listed in this RFP. The State will not entertain joint bids.

The term of this contract shall be for a period of ten (10) years, beginning **September 1, 2005** (or from date of final State approval of contract), and ending **August 31, 2015** (or 120 months from the start date).

1.14 CONTRACT OBLIGATIONS

Attachment B of this document is the form of the expected contract resulting from this RFP. Although the State anticipates that any respondent submitting a proposal will provide the major portion of the products and services as requested, limited subcontracting by the respondent is acceptable in performing the requirements of this RFP. However, the respondent must obtain the approval of IDOA before subcontracting any portion of the project's requirements, and the subcontractor must have registered with the Indiana Secretary of State if they are a regular corporation, Sub Chapter S Corporation, Limited Liability Corporation, Limited Partnership or Not for Profit Corporation.

The respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any respondent's proposal must identify all subcontractors, indicate that the subcontractor was registered with the Indiana Secretary of State at least 45 days prior to the issuance date of this RFP, and describe the contractual relationship between the respondent and

RFP shall be at the sole discretion of IDOC and IDOA. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.17 CONTRACT COMPONENTS

Any or all portions of this RFP and any or all portions of the respondent's response may be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.15) will not be disclosed.

1.18 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the State.

1.19 TAXES

The State of Indiana is exempt from federal, state, and local taxes. The State will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

1.20 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before a respondent can do business with the State, the respondent must be registered and in good standing with the Indiana Secretary of State. In order to be considered responsible, an offeror that is a business required to register with the Secretary of State must have registered with the Secretary of State at least 45 days before the RFP issuance date. If a respondent is not presently registered and in good standing, the respondent should contact:

Secretary of State of Indiana
Corporation Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary application form, keeping in mind that the respondent will not be considered responsible for a current solicitation. It is each respondent's responsibility to assure that registration was at least 45 days prior to issuance of the RFP. Registration information will be verified prior to RFP recommendation.

1.21 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5-5-3, the Director of the Procurement Division of IDOA has determined that there is a reasonable expectation of

By submission of the proposal, the respondent acknowledges and agrees to be bound by the regulatory processes involving the State's Minority and Women's Business Enterprise Program. Questions involving the regulations governing the minority and women's business enterprise participation plan should be directed to:

Minority Business and Women's Enterprise Division
Indiana Department of Administration
402 W. Washington St., Room W469
Indianapolis, IN 46204
(317) 233-6607

1.23 U.S. MANUFACTURED PRODUCTS

Each proposal must contain an explanation of what steps will be used to encourage the use of American-made products. The State does apply a U.S. Manufactured preference as set out in IC 5-22-15-21.

1.24 RECYCLED PRODUCTS

Each proposal should contain an explanation of what recycled materials are used and identify the recyclability of products offered in response to this RFP. The State does apply a price preference for recycled products as set forth in IC 5-22-15-16.

1.25 AMERICANS WITH DISABILITIES ACT

The respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.26 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all respondents will be informed of the evaluation team's findings.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Respondent inquiry period ends	June 17, 2005
Final State responses to inquiries	June 24, 2005
Proposal submission date	July 1, 2005
Notice of discussions*	July 8, 2005
Discussions*	July 13, 2005
Request for best and final offers (BAFO)*	July 15, 2005
Receipt of best and final offers*	July 20, 2005
Proposal evaluation completed*	July 22, 2005
Recommendation to IDOA*	July 22, 2005
Notify selected respondent	July 26, 2005

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the respondent's proposal or the proposal may be rejected.
- The transmittal letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The State may, at its option, allow all respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the State will contact each respondent affected. Each respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the State as a minor error or omission and may result in disqualification of the proposal from further evaluation.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the respondent's ability to supply the requested products and services that meet the requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses and submission of a performance bond of \$1,000,000.00.

2.2.2 Signature of Authorized Representative

A person authorized to commit the respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the transmittal letter. In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax

demonstrate the respondent's financial stability. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the offeror under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, (corporate responsibility for financial reports) is NOT directly applicable to this procurement; however, its goals and objectives were used as a guide in the development of our financial reporting review policy.

2.3.5 Facilities and Resources

The respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains a sample contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to the State. NOTE: Those clauses that are mandatory are as follows:

- Duties of contractor, rate of pay, and term of contract
- Conflict of Interest
- Drug-free workplace provision and certification

diem fee for each fiscal year of the contract, calculating a ManDay per diem per offender fee for each year. See Section 1.9 for complete pricing details.

2.3.8 References

The respondent must include a list of at least three (3) clients for whom the respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government for whom the respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP a greater weight may be attached to the references in the State's evaluation process.

2.3.9 Registration to do Business

Selected respondents and any proposed subcontractors providing the products and/or services required by this RFP must have been registered to do business within the state by the Indiana Secretary of State at least 45 days before the issuance of the RFP to be considered responsible. The contact information for this office may be found in Section 1.20 of this RFP. This process must have been concluded 45 days prior to the issuance of the RFP. It is the successful respondent's responsibility to complete the required registration with the Secretary of State and to be aware of any proposed subcontractors registration status. The respondent must indicate the status of registration, if applicable, in this section of the proposal.

2.3.10 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.11 Subcontractors

The respondent must list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, indication that the subcontractor was registered with

Information; Attachment H, Drawing of Physical Plant; and, Attachment I, Twelve Month Expenditures, for a detailed description of requirements and services regarding the technical proposal.

CD's containing additional information on facility blueprints and IDOC policies may be obtained by contacting IDOA at 317-234-3034.

2.5 MINORITY & WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

A properly completed and signed MWBE Participation Plan (Attachment A) must be included as part of the proposal. Respondents must indicate the name of the IDOA-certified racial minority and IDOA-certified woman owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the goals described in section 1.21, above, can not be achieved by directing proceeds from a contract awarded pursuant to this RFP toward IDOA-certified racial minority and IDOA-certified woman owned enterprises, the respondent may demonstrate that an amount, equal to each of the above goals, of the firms overall annual proceeds (from all business) are directed to IDOA certified racial minority and/or woman owned enterprises. Please note: Respondents' claims for participation will be validated prior to contract award.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The form asks for, among other information:

- a. The amount of the contract that is being allocated for payroll and benefits to Indiana residents
- b. The amount that is being awarded to Indiana subcontractors and suppliers
- c. The amount that is being subcontracted to Indiana certified minority and women owned businesses

The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

3.2.1 Adherence to Requirements (20 points)

3.2.2 Overall Management Judgment (15 points)

3.2.3 Indiana Economic Impact (20 points)

See Section 2.6 for additional information.

(The amount of the project being allocated for gross payroll and related fringe benefits for employees that live in Indiana + the amount allocated for subcontractors and suppliers located in Indiana + the amount allocated for State of Indiana certified minority and/or women owned businesses located in Indiana) divided by (the total amount of the proposal) = percentage of proposal's impact on the Indiana economy.

The percentage impact on the Indiana economy will be multiplied by the points allocated for Indiana Economic Impact (Section 3.2) and the resulting number will be the points awarded for Indiana Economic Impact.

3.2.4 Price (25 points)

3.2.5 Minority (10 points) & Women's Business (10 points) Participation Plan (20 points)

Points for each element will be awarded by the corresponding participation indicated in the response in relation to the required amount set out in the Request for Proposal.

Points will be calculated and awarded as follows: The percentage of IDOA certified Minority and/or Women's participation will be multiplied against the total amount of the respondent's proposal. The amount actually proposed for IDOA certified Minority and/or Women's participation will be divided by the maximum or denominator. The resulting percentage will be multiplied against the total points allowed, currently 10 points for each category. The result will be the points scored for that response.

Minority & Women's Business Enterprise Participation Letter of Acknowledgment

A signed letter(s), on company letterhead, from the minority and/or women owned business must accompany the Minority and Women's Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State

INDIANA ECONOMIC IMPACT – PROPOSALS AND CONTRACTS (Continued)

21. List of subcontractors and suppliers totaling amount in #20:

Company Name		
Address		
Contact Person		
Telephone Number		
Tax ID Number		

* Attach a separate sheet of paper if more space is needed for additional subcontractors or suppliers.

22. Estimated amount of #18 to be paid to State of Indiana certified minority, women and/or disadvantaged owned business enterprises (MBE/WBE/DBE) located in Indiana (consult listing at <http://www.IN.gov/idoa/minority>) specifically for this proposal or contract (not included in #20 above):
\$ _____

23. List of State of Indiana certified MBE, WBE and/or DBE firms totaling amount in #22:

Company Name		
Address		
Contact Person		
Telephone Number		
Tax ID Number		

* Attach a separate sheet of paper if more space is needed for additional MBE and WBE firms.

24. If the contractor claims the preference as an Indiana Business described in subsection (a)(4) of Section 2 of House Enrolled Act No. 1080 please provide a description of the capital investments made in Indiana and a statement of the amount of those capital investments. (If additional space is needed please attach and note exhibit number below)

25. If the contractor claims the preference as an Indiana Business described in subsection (a)(5) of Section 2 of House Enrolled Act No. 1080 please provide a description of the substantial positive economic impact the contractor has on Indiana. (If additional space is needed please attach and note exhibit number below)

26. Affirmation by authorized official: I affirm under penalties of perjury that the foregoing representations are true to the best of my knowledge and belief:

Signature: _____

Name of authorized official: _____

Title: _____

Date: _____

RFP-5-105
ATTACHMENT A

SF47895 (ELEC4-97)

MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

An offeror is expected to submit in each response a Minority Business & Women's Enterprise Participation Plan in accordance with 25 IAC 5 and IC 4-13-16.5. In the Plan, the offeror must show that there are Indiana certified racial minorities and woman owned enterprises participating in the proposed contract. While the participation may be as a subcontractor, second tier participation with common suppliers (e.g., office suppliers, courier services) is acceptable. Respondents must indicate the name of the Indiana certified racial minority owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the goal for this solicitation cannot be directed toward Indiana certified racial minority or woman owned enterprises, the respondent may demonstrate that a minimum of an amount equal to the goal of overall annual proceeds from all business) are directed to Indiana certified racial and woman owned enterprises. Please note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the solicitation in question.

Failure to provide the Plan at the time of proposal submission may result in the disqualification and rejection of the offer. The Indiana Department of Administration reserves the right to verify all information included in the Minority and Women Business Enterprise Participation Plan before making final determination of the offeror's responsiveness and responsibility.

The offeror should demonstrate a good faith effort to meet the goal for example by working with the Minority and Women Business Development office of the Indiana Department of Administration to design a plan to meet the goal in an acceptable time period

**Minority & Women's Business Enterprise Participation
Letter of Acknowledgement**

A signed letter(s), on company letterhead, from the minority and/or woman owned business must accompany the Minority and Women's Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the minority and/or woman owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation.

By submission of the offer, the offeror thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's Minority Business Enterprise Program. Questions involving the regulations governing the Minority and Women Business Enterprise Participation Plan should be directed to the Compliance Manager of the Minority and Women's Business Enterprise Development office at 317/233-6607.

MBE/WBE PARTICIPATION PLAN

RFP # _____ DUE DATE _____
RFP NAME _____
OFFEROR _____
ADDRESS _____
CITY/STATE/ZIP _____
PHONE() _____

The following Indiana certified minority and woman owned firms will be participating in the RFP according to the following schedule:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>TRADE</u>	<u>AMOUNT</u>

Please indicate which firms are MBE and which are WBE

***If additional room is necessary, please attach a separate page**

THIS DOCUMENT MUST BE INCLUDED IN YOUR PROPOSAL

7. Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

10. Compliance with Laws

The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

a. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<[<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/)>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

b. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor

14. Conflict of Interest

- A. As used in this section:
- "Immediate family" means the spouse and the unemancipated children of an individual.
 - "Interested party," means:
 1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
 - "Department" means the Indiana Department of Administration.
 - "Commission" means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

15. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training, and
 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.
- The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor

terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

19. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

26. Information Technology Accessibility

All Contractors supplying information technology related products and services to the state of Indiana must comply with all Indiana Technology Oversight Commission policies and standards. These policies and standards can be found at http://www.in.gov/itoc/html_site/architecture/poli.html and http://www.in.gov/itoc/html_site/architecture/stan.html. Any deviation from the published standards and policies must be approved by ITOC and be supported by a written waiver.

The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and adopted by the State of Indiana Information Technology Oversight Commission pursuant to IC 4-23-16-12.

27. Insurance

A) The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
- 2) Automobile liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this agreement. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana.

B) The Contractor's insurance coverage must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- 2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be limited by the insurance required in this contract.
- 3) The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 4) Failure to provide insurance as required in this Contract is a material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this Contract.

28. Key Person(s)

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

(Include contact name and/or title, name of agency, specific address.)

B. Notices to the Contractor shall be sent to:

(Include contact name and/or title, name of vendor, specific address.)

C. Payments to the Contractor shall be sent to the address designated by Form W-9 on file with the auditor of state which is:

(Be specific.)

34. Order of Precedence

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) RFP# 5-105, (4) Contractor's response to RFP# 5-105, and (5) attachments prepared by the Contractor.

35. Payments

All payment obligations shall be made in arrears in accordance with Indiana law, in part, IC 4-13-2-20 and state fiscal policies and procedures.

36. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

37. Penalties and Liquidated Damages

In the event that the Contractor is unable to provide services for offenders in the level and manner described in this Agreement, the Department may setoff against the next monthly reimbursement due to the Contractor an amount equal to One Hundred Percent (100%) of the Contractor's cost for the services not provided to the offenders, in addition to a minimum \$5,000.00 – maximum \$10,000.00 sub-standard performance penalty to be assessed each month following the initial thirty (30) day period for non-compliance, and assessed for each occurrence of non-compliance. The Contractor shall provide documentation or information supporting the services provided and the cost associated with the services in question. The deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of the damages that will be incurred by the Department should the Contractor fail to provide the services specified in this Agreement.

Notwithstanding the first paragraph of this Section, no setoff or penalty payment shall occur unless the deficiency continues without being cured for a period of thirty (30) consecutive days after the Department provides written notice of the deficiency pursuant to Section 28.

The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

45. Termination for Default

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor fails to:
1. Correct or cure any breach of this Contract;
 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

47. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

Attachment D

FORM OF PROPOSAL

Scope of Work and System Requirements

1. Statements of Minimum Requirements

In this Section appear separate minimum requirements involving the operation of the Facility. These standards are, for the most part, taken from the American Correctional Association (ACA) publication entitled *Standards for Adult Correctional Institutions Fourth Edition*. The Contractor is required to file a plan with the Department no later than six (6) months after transition process has begun for achieving ACA accreditation within eighteen (18) months after the start of the transition process, and shall remain compliant with ACA requirements to maintain accredited status throughout the tenure of the Contract and any extensions.

Transition of the Facility shall be defined in this solicitation as that date when the Superintendent is placed at the Facility.

For evaluation purposes, respondent shall submit a statement of understanding and ability to comply.

2. Administration

The Contractor operating each adult correctional Facility shall be a public or private legal entity or part of a legal entity.

In order to cultivate a positive relationship with the surrounding community, the Facility shall develop and participate in a citizens' advisory committee.

A single administrative officer shall manage the Facility and its programs. The Administrator (Superintendent) shall be required to meet the same minimum requirements as a Superintendent in a similar Indiana State correctional facility. The Vendor shall provide the Department qualifications of the perspective Superintendent prior to official placement at the Facility.

The Facility shall have a pre-approved Policy and Procedures Manual that specifically describes its purpose, as well as programs and services offered. The policy manual shall be reviewed annually by the governing body or agency administrator and updated when necessary. The Contractor shall submit its Policy and Procedures Manual to the Indiana Department of Correction for review and approval 30 calendar days prior to the transition of the Facility. All revisions to the manual shall be submitted to the Department for review and approval prior to implementation. A copy of the Facility's approved Policy

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested By: _____

State of Indiana Agency:

By: _____
Printed Name: _____
Title: _____
Date: _____

**Information Technology Oversight
Commission**

By: _____
Printed Name: _____
Title: _____
Date: _____

Department of Administration

Earl A. Goode
Commissioner
Date: _____

State Budget Agency

Charles E. Schalliol
Director
Date: _____

**APPROVED as to Form and Legality:
Office of the Attorney General**

Stephen Carter
Attorney General
Date: _____

RFP New Castle Correctional Facility

The Facility shall have written fiscal policies and procedures adopted by the governing authority which shall explain, at a minimum, the system of internal controls including appropriate separation of duties; the procedures for operation of an offender trust fund; bonding requirements for appropriate staff; procedures for maintenance of resident funds and the operation of any other cash accounts maintained for the Facility.

The State, through the State Office Building Commission, shall provide insurance coverage for fixed structures and buildings. The Contractor will be responsible for insurance on equipment as well as personal injury to employees, residents, and third parties. Proof of said insurance shall be submitted to the Department a minimum of thirty (30) days after transition and annually thereafter.

The Facility shall have written policies for inventory control of all property and assets. The Facility shall have written policies for purchasing and requisitioning supplies and equipment. The Facility shall use a method that documents and authorizes compensation payment to employees and consultants.

For evaluation purposes, the respondent shall submit the first fiscal year budget; a written policy governing the budget revision process; a brief description of the fiscal system that accounts for income and expenditures; and, a statement of ability and willingness to comply with the development and utilization of fiscal policies and procedures. In addition, the respondent shall submit proof of ability to insure equipment, personal injury to employees, residents, and third parties.

4. Minimum Offender Assignment Guarantee

The Indiana Department of Correction guarantees an average daily assignment of 90% of the maximum of one thousand and sixty-eight (1,068) Indiana offenders to be housed at the Facility. This guarantee shall not apply until ninety days from the date that the first offender is received at the Facility to allow a phase-in of offenders. Nor shall the guarantee apply to the end-of-Contract transition period, to allow a phase-out period of time. Commencing after the initial offender transition period, the average daily assignment shall be calculated on an annual State fiscal year basis ending June **30th** each year. Upon written request by the Department, the Contractor shall make available additional beds at the Facility up to the Facility capacity. If the additional beds are being utilized to house offenders for another governmental unit, the beds shall be made available to the Department within 180 days of being requested in writing. Additional beds utilized for the Department's offenders shall be guaranteed at a 90% average daily assignment. The per diem rate for offenders housed for the Department above one thousand and sixty-eight (1,068) shall be negotiated between the parties, but in no case shall the per diem exceed the current per diem being paid by the Department to the Contractor for housing offenders at the Facility. The maximum facility capacity is two thousand, four hundred and sixteen (2,416) offenders.

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- e. A salary schedule for each job classification including the minimum and maximum for that classification;

For evaluation purposes, the respondent shall submit a listing of all proposed job classifications; proposed salary schedule for each job classification; and, proposed position descriptions. In addition, the respondent shall provide a statement of willingness and commitment to interview and potentially employee existing facility personnel.

7. Personnel

The Facility shall comply with all governmental regulatory requirements related to employment and personnel practices.

The Facility shall be staffed twenty-four (24) hours per day, seven (7) days per week according to a staffing level approved in writing by the Department and incorporated in this Contract by reference or Contract Addendum. When there is an increase in the offender population above the contracted amount, the staffing pattern shall be adjusted and subject to written approval from the Department prior to implementation. The Department shall provide a decision on approval of the adjusted staffing pattern within fifteen (15) business days of receipt. Said approval shall not be unreasonably withheld.

The Facility shall have written personnel policies approved by the governing authority. The policies shall include, at a minimum:

- a. Organizational Chart
- b. Employment practices and procedures including in-service training and staff development
- c. Promotions
- d. Job qualifications and job descriptions
- e. Grievance and appeal procedures
- f. Employee evaluation
- g. Personnel records
- h. Benefits
- i. Holidays
- j. Leave

RFP New Castle Correctional Facility

In the event that the Contractor deems staffing level adjustments necessary, prior written approval shall be obtained from the Indiana Department of Correction prior to implementation.

For evaluation purposes, the respondent shall submit a proposed staffing level that allows for growth with the offender population, and a statement of understanding, willingness, and ability to provide appropriate personnel policies and procedures.

8. Training

The Contractor shall provide new employee orientation, academy, on-the-job, and in-service training programs for all employees, volunteers and subcontracted employees in accordance with ACA Standards and IDOC Policy and Procedure 01-05-101, "Staff Development and Training". At the request of the Contractor and upon mutual agreement of the Parties, the Department may provide academy training and annual in-service training to the Contractor's personnel. A reasonable fee shall be charged for training provided by the Department not to exceed the cost of such training.

The Contractor shall provide all training curriculums, lesson plans, and related materials to the Department for approval prior to use. The Department shall have a minimum of thirty (30) days to review the training materials.

The Facility staff shall be required to participate in the Department's specialized training programs (i.e. offender records, classification, offender discipline).

The Department shall be permitted to audit training classes at any time.

For evaluation purposes, the respondent shall submit an initial employee training plan and implementation schedule.

9. Physical Plant

On the service commencement date of this Contract, for the term of this Contract the IDOC shall grant to the Contractor exclusive use, possession and control of the land and property comprising the Facility, and its grounds, subject to the IDOC and Department's rights to enter and inspect the facility and grounds. The Department shall retain use and control of the Warehouse, with the understanding that a portion of the Warehouse shall be made available for use by the Contractor upon request and agreement. The Department shall retain use and control of the Correctional Training Institute, Firing Range, and Parole District Office. The Contractor shall be permitted to utilize the Correctional Training Institute and Firing Range through coordination with the Department. The Contractor shall be responsible for the maintenance and utilities associated with the Warehouse, Correctional Training Institute, Firing Range, and Parole District Office. (See Attachment I, Twelve Month Expenditures, for prior expenditures associated with operation of the facility.)

RFP New Castle Correctional Facility

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RFP New Castle Correctional Facility

10. Accommodations, Sanitation, Hygiene and Personal Property

The Contractor shall provide bedding and linen to offenders in accordance with ACA Standards. The type and quality of the bedding and linen shall be subject to the Department's approval.

Personal hygiene articles shall be provided to all offenders in accordance with ACA Standards and IDOC Policy and Procedure 02-01-104, "Offender Grooming, Clothing and Personal Hygiene". The type and quality of the articles shall be subject to the Department's approval.

Provision of offender uniforms, coats, shoes and underwear shall be the responsibility of the Contractor and shall comply with IDOC Policy and Procedure 02-01-104, "Offender Grooming, Clothing and Personal Hygiene". The design, color, style and fabric of the uniforms shall be subject to the Department's approval. Clothing, shoes, accessories and all other property offenders may personally obtain through the offender commissary or other approved means shall comply with the limitations imposed by IDOC Policy and Procedure 02-01-101, "Offender Personal Property".

The Contractor shall comply with ACA Standards regarding the issue of special, and when appropriate, protective clothing and equipment to offenders assigned to the facility's food service, outside details, *community details* and other special work details.

The Facility shall provide adequate laundry services.

The Facility shall remain in compliance with all applicable laws and regulations, and ACA Standards addressing trash and garbage disposal, and vermin and pest control. Any deficiencies noted by the Department or independent outside sources shall be promptly corrected.

Hair care services shall be available to offenders and shall comply with applicable health requirements and IDOC Policy and Procedure 02-01-104, "Offender Grooming, Clothing and Personal Hygiene".

The Contractor shall be encouraged to purchase products and offender clothing from Indiana Department of Correction industries known as PEN Products.

For evaluation purposes, respondent shall submit a statement of ability and willingness to comply with ACA Standards and IDOC policies and procedures.

11. Health Services

Respondents to this Solicitation for Management and Operation of the New Castle Correctional Facility should anticipate the requirement to provide medical and dental services and incorporate all costs associated with the services within their operational per

RFP New Castle Correctional Facility

The Contractor shall furnish eyeglasses, prosthetics and durable medical equipment including but not limited to crutches, orthopedic braces and nebulizers. The Contractor shall make provision for offenders to purchase dentures at a cost comparable to State facilities.

State licensing and certification requirements shall apply to health care personnel working in the Facility to the same extent as they apply to equivalent personnel in the community.

Any death of an offender assigned to the Facility shall be reported immediately to the proper officials. A post-mortem examination shall be conducted on all residents who die while in the custody of the Facility.

For evaluation purposes, respondent shall submit a statement of understanding, ability and willingness to comply with applicable standards and IDOC policies and procedures. In this section, respondent shall provide a detailed description of medical services to be offered and associated costs.

12. Food Service

Responders to this Solicitation for Management and Operation of the New Castle Correctional Facility should anticipate the requirement to provide meal services and incorporate all costs associated with that service within their operational per diem. In addition, each Responder shall provide an alternative per diem in the event the IDOC opts to use another procurement vehicle through which to provide a system wide food service contract. In the event this was to occur, the IDOC would have a separate relationship with the food service vendor.

The IDOC reserves the right to make final determination as to disposition of food services based on the Technical and Cost Proposals submitted in response to this RFP. If the IDOC determines that the vendor selected to manage and operate the New Castle Correctional Facility shall provide the food service portion of this RFP, the following requirements shall apply:

The Contractor shall provide food service in accordance with ACA Standards for Adult Institutions. The Contractor shall not be required to follow the Department's master menu.

All menus served shall meet or exceed the current National Recommended Daily Allowances (inclusive of all modifications and updates) for basic nutrition published by the National Academy of Sciences. These allowances should be adjusted for the specific population of the facilities.

Each menu and corresponding nutritional analysis shall be forwarded to the Department for review and approval at least forty-five (45) days prior to implementation at the Facility. Approval shall not be unreasonably withheld.

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The Facility shall have written procedures for the detection and reporting of escapes, which includes the notification of neighbors within the surrounding community.

The Facility shall immediately, or as soon as reasonably possible after the incident, notify the Department of all incidents involving an escape, attempted escape, use of deadly force, serious disturbance, offender death or serious assault on staff, offender or visitor. The Facility shall aggressively seek prosecution of offender, staff and visitor criminal conduct through coordination and cooperation with local law enforcement agencies and prosecutors.

The Facility shall provide the Department with a written policy addressing the transportation of offenders. The policy shall have departmental approval prior to implementation. The Facility shall be responsible for all transportation functions from the facility including disciplinary, administrative, program progression and medical transfers. The IDOC shall be responsible for transportation to the facility. The IDOC shall administer transfer of offenders to and from the Facility.

Related IDOC Policies and Procedures include: 01-04-103, "Searches, Apprehensions, Reports and Warrants for Escapees, Absconders and Parole Violators"; 02-01-109, "The Use of Physical Force"; 02-01-110, "Offender Accountability"; 02-01-111, "The Use and Operation of Adult Offender Administrative Segregation"; 02-01-112, "The Use of Firearms and Chemical Agents"; 02-03-101, 02-01-114, "The Establishment, Staffing, and Management of Armories"; "Searches and Shakedowns"; 02-03-102, "Emergency Response Operations"; 02-03-105, "Security Threat Groups"; 02-03-106, "Key Control"; 02-03-107, "Tool Control"; 02-03-108, "Security Inspection"; 02-03-109, "Lockdowns"; and; 02-03-110, "Adult Offender Transportation".

For evaluation purposes, respondent shall submit a statement of ability and willingness to comply with ACA Standards and IDOC policies and procedures.

14. Mail, Visitation

The Facility shall comply with IDOC Policy and Procedure 02-01-103, "Offender Correspondence" in regard to sending and receiving mail.

The Facility shall have written policies that define the Facility's visitation rules and regulations and comply with IDOC Policies and Procedures 02-01-103, "Offender Correspondence" and 02-01-102, "Offender Visitation".

At a minimum, offenders shall be permitted the opportunity to visit at least one day per week.

For evaluation purposes, respondent shall submit a statement of ability and willingness to comply with ACA Standards and IDOC policies and procedures.

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18. Offender Classification

The Facility shall classify offenders in accordance with the guidelines established in IDOC Policies and Procedures: 01-04-101, "Adult Offender Classification"; and, 02-01-107, "The Use and Operation of Protective Custody".

Facility staff responsible for classifying offenders and overseeing offender classification shall attend classification training conducted by the Department.

The Facility shall abide by IDOC Policy and Procedure 01-04-101, "Adult Offender Classification" in reviewing and recommending offenders for transfer to another facility, jail program or community service center.

For evaluation purposes, respondent shall submit a statement of ability and willingness to comply with ACA Standards and IDOC policies and procedures.

19. Good Time Loss, Accrual and Restoration

The Facility shall have the authority to take statutory and meritorious good time from offenders convicted of disciplinary reports in accordance with IDOC Policy and Procedure 02-04-101, "The Disciplinary Code for Adult Offenders".

For evaluation purposes, respondent shall submit a statement of ability and willingness to comply with ACA Standards and IDOC policies and procedures.

20. Academic and Vocational Education

The Contractor shall provide comprehensive educational and vocational programming for the offender population. The cost of materials, lab equipment, tests, test fees, supplies and any other costs associated with the education programs shall be the responsibility of the Contractor.

Academic education shall include, at a minimum, basic education, adult literacy and opportunity to obtain a G.E.D.

Technical programs should offer offenders the chance to learn skills that can be utilized in real work opportunities.

The Facility may also make provision for a college program for offenders. With the Department's approval, this program may be funded through use of offender commissary funds and personal funds from offenders participating in the program.

Technical programs shall be certified by a recognized agency approved by IDOC prior to implementation. All academic and vocation programs shall be in compliance with IDOC

RFP New Castle Correctional Facility

Data calculation and accurate input into OIS shall be the responsibility of the Contractor, as required by the Department. Data transactions shall include but not be limited to:

- a. *statutory good time;*
- b. *educational good time;*
- c. *restoration of good time;*
- d. *additional sentences and changes in sentences;*
- e. *parole board deferments;*
- f. *offender transfers;*
- g. *offender classification actions;*
- h. *visitation information; and,*
- i. *offender money transactions.*

Selected Contractor employees, approved by the Department, shall be given discrete passwords to input data while others shall be permitted data retrieval only. It should be noted that the Department may audit all input data.

Offender records shall include, but not be limited to, medical, psychiatric, dental, counseling and classification records.

All records and reports shall be made available to any authorized person appointed by the Department or any other State agency having specific authority to inspect such records and reports.

The Facility shall have the capability for video-conferencing for the purpose of conducting parole hearings, training, meetings and other purposes. This system shall be compatible with the Department's system. The Contractor shall bear the expenses for the operation, maintenance and required upgrades, as deemed necessary by the Department.

The Vendor shall be required to participate in the Department's security threat group tracking program by incorporating this into its' operation and interfacing with any information systems developed by the Department.

The Facility shall have the capability for electronic mail and facsimile, at a minimum, in the administration area, offender records and medical area. The Contractor is strongly encouraged to have electronic mail capability readily accessible for program staff.

The Department shall be provided copies of all critical incident reports or comparable reports generated at the Facility.

The Department shall be provided access to all written offender grievances that are processed through the grievance mechanism at the Facility.

RFP New Castle Correctional Facility

The Facility shall ensure that the Monitor has reasonable access to all areas of the facility and property.

The State Contract Monitor or other Indiana Department of Correction employees and their agents shall have the authority to tour and inspect the Facility and grounds at any time. All programs, training, committees and operations of the Facility are subject to observation and monitoring by the State Contract Monitor.

For evaluation purposes, respondent shall submit a statement of ability and willingness to comply with ACA Standards and IDOC policies and procedures.

24. Transfer of Offenders and Facility on Termination or Expiration

A minimum of one hundred twenty (120) calendar days shall be allowed for transfer of offenders and Facility upon termination of the Contract by the IDOC, or upon expiration of the Contract.

For evaluation purposes, respondent shall submit a statement of acknowledgement and understanding.

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004E261F-C473-11D5-A1B0-B2F761CEB032	00	ES

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55404	1000	00
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55404	1000	00
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[illegible]

[illegible]

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55401	1000	00
50308	1000	00
50308	1000	00
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50308	1000	00

02-03-110 *Adult Offender Transportation*

64500048 MAIN	CHARGER
64500049 MAIN	CHARGER
64500050 MAIN	CHARGER
64500051 MAIN	CHARGER
64500052 MAIN	CHARGER
64500053 MAIN-L	COPIER
64500054 MH-202	FOLDING TABLE
64500055 MH-202	BOOKCASE
64500056 SANI	SIDE CHAIR-BROWN
64500057 MH-202	EXEC. CHAIR-BLUE
64500058 MH-202	COMPUTER WITH MONITOR
64500059 MH-202	PRINTER
64500060 MH-202	COFFEE TABLE
64500061 MH-202	2 SEAT SETTEE
64500062 MH-202	PRINT CABINET
64500063 MH-202	CONFERENCE TABLE
64500064 TRAIN	TELEVISION
64500065 TRAIN	VCR
64500066 MH-202	METAL CART
64500067 MH-202	METAL DESK
64500068 CUSDISP	PAPER SHREDDER
64500069 MH-202	CHAIR-MAUVE
64500070 MH-202	METAL SHELVES
64500071 MH-202	FOLDING TABLE
64500072 MH-202	STORAGE CABINET
64500073 MH-202	4 DRAWER FILE CABINET
64500074 MH-202	FAX MACHINE
64500075 CUST OP	TYPEWRITER
64500076 MH-202	DESK
64500077 MAIN-L	COMPUTER DESK
64500078 LAUNDRY	CHAIR-BROWN
64500079 MH-202	SECRETARIAL CHAIR
64500080 MH-202	EXECUTIVE DESK
64500081 MH-202	JR. EXEC. CHAIR
64500082 CUSMULT	4 DRAWER FILE CABINET
64500083 MH-202	BROWN SIDE CHAIR
64500084 MH-202	BROWN SIDE CHAIR
64500085 MH-202	BOOKCASE
64500086 CUST OP	GRANITE TOPPED TABLE
64500087 MH-202	COMPUTER WITH MONITOR
64500088 SUPT	4 DRAWER FILE CABINET
64500089 MH-202	SMALL CONFERENCE TABLE
64500090 COMPOST	PLAID SECRETARIAL CHAIR
64500091 MH-202	SIDE CHAIR-BURNT ORANGE
64500092 MH-202	BLACK CHAIR
64500093 SANI	STRAIGHT BACK CHAIR
64500094 SANI	STRAIGHT BACK CHAIR
64500095 CUSLOBY	BOOKCASE
64500096 MH-202	BOOKCASE
64500097 MH-202	METAL DESK
64500098 MH-202	JR. EXEC. CHAIR
64500099 MH-202	2 DRAWER FILE CABINET

Motorola
Motorola
Motorola
Motorola
Monroe

NEC
Hewlett Packard

Phillips
Magnavox
Colson

Fellowes

Sharp
IBM

HON

NEC

64500152 MH-202	ROUND TABLE	
64500153 MH-202	STACK CHAIR	
64500154 MH-202	STACK CHAIR	
64500155 MH-202	STACK CHAIR	
64500156 MH-202	STACK CHAIR	
64500157 SANI	STACK CHAIR	
64500158 CUSMULT	STACK CHAIR	
64500159 MH-202	BOOKCASE	
64500160 CUSROLL	REFRIGERATOR	Kenmore
64500161 MH-202	MICROWAVE	Whirlpool
64500162 SANI	STORAGE CABINET	
64500163 SANI	STORAGE CABINET	
64500164 MH-202	SIDE CHAIR	
64500165 MH-202	EXEC. CHAIR-BLUE	
64500166 MH-202	EXEC. CHAIR-MAUVE	
64500167 MH-202	SIDE CHAIR-GREY	
64500168 MH-202	5 DRAWER FILE CABINET	
64500169 MH-202	4 DRAWER FILE CABINET	
64500170 MH-202	5 DRAWER FILE CABINET	
64500171 MH-202	4 DRAWER FILE CABINET	
64500172 MH-202	4 DRAWER FILE CABINET	
64500173 MH-202	DESK	
64500174 CUSMULT	STACKING CHAIR	
64500175 MH-202	TABLE	
64500176 MH-202	STORAGE CABINET	
64500177 MAIN	FLOOR MACHINE	IDS
64500178 MH-202	FLOOR MACHINE	Hild
64500179 MH-202	DRYER	Kenmore
64500180 MH-202	WASHING MACHINE	Roper
64500181 MH-202	METAL LADDER	
64500182 MH-202	STORAGE CABINET	
64500183 MH-202	STORAGE CABINET	
64500184 MH-202	DESK	
64500185 MH-202	EXECUTIVE CHAIR	
64500186 MH-202	2 DRAWER FILE CABINET	
64500187 MH-202	STACKING CHAIR	
64500188 SANI	STACKING CHAIR	
64500189 TRAIN	STACKING CHAIR	
64500190 TRAIN	STACKING CHAIR	
64500191 TRAIN	STACKING CHAIR	
64500193 MAIN	LAWN MOWER	Toro
64500194 MAIN	LAWN MOWER	Toro
64500195 MAIN	TRACTOR	John Deere
64500196 MAIN	ROTARY CUTTER	John Deere
64500197 MAIN	TRACTOR	Ford
64500198 MAIN	WEED TRIMMER	Echo
64500199 MAIN	WEED TRIMMER	Echo
64500200 MAIN	WEED TRIMMER	Echo
64500201 MAIN	WEED TRIMMER	Echo
64500202 STORAGE	RADIO	Motorola
64500203 STORAGE	RADIO	Motorola
64500204 STORAGE	RADIO	Motorola

64500205 STORAGE	RADIO
64500206 TF-238a	CHECKWRITER
64500207 BUSA253	MICROFICHE READER
64500208 MH-202	DESK
64500209 MH-202	ORANGE SIDE CHAIR
64500210 MH-202	ORANGE SIDE CHAIR
64500211 MH-202	BROWN OFFICE CHAIR
64500212 MH-202	BLUE SECRETARY CHAIR
64500213 MH-202	TEAL SECRETARY CHAIR
64500214 MH-202	TAN EXECUTIVE CHAIR
64500222 GARAGE	1/2 TON PICK-UP
64500223 GARAGE	1/2 TON PICK-UP
64500224 STORAGE	4 DRAWER FILE CABINET
64500225 PH	DRYER
64500226 PH	WASHER
64500227 PH	RANGE
64500228 PH	METAL CABINET
64500229 PH	STAINLESS CABINET
64500230 PH	WOOD DESK
64500231 PH	CHAIR, MAROON & WH
64500232 PH	METAL DESK
64500233 PH	METAL DESK
64500234 PH	BROWN CHAIR (WOOD ARMS)
64500235 PH	BROWN CHAIR (PLASTIC ARMS)
64500236 PH	BROWN FILING CABINET
64500237 PH	BROWN FILING CABINET
64500238 PH	GREY WOOD CHAIR
64500239 PH	2 DRAWER FILE CABINET
64500240 PH	AIR CONDITIONER
64500242 PH	CALCULATOR
64500243 PH	GREEN CHAIR
64500244 PH	PINK SECRETARY CHAIR
64500245 PH	GREY DESK
64500246 PH	PINK EXEC. CHAIR
64500247 PH	REFRIGERATOR
64500248 PH	PLASTIC ROCKER
64500249 PH	PLASTIC ROCKER
64500250 PH	PLASTIC ROCKER
64500251 PH	PLASTIC ROCKER
64500252 MAIN	DRILL
64500253 ELS	ELECTRIC COMPRESSOR
64500254 ELS	OAK FILE CABINET
64500255 ELS	OAK FILE CABINET
64500256 ELS	WOOD DESK
64500257 ELS	MICROWAVE
64500258 ELS	GREEN CHAIR
64500259 ELS	BLACK FILE CABINET
64500260 ELS	BROWN METAL DESK
64500261 ELS	CALCULATOR
64500262 ELS	TAN FILE CABINET
64500263 ELS	GREEN CLOTH CHAIR
64500264 MAIN	BROWN CABINET

Motorola
Max
Eyecom

Dodge
Dodge

Magic Chef
Kenmore
General Electric

Kenmore
Canon

Tappan

Black & Decker
Doerr

Tappan

Canon

64500317 TRAIN	COMPUTER	NEC
64500318 SYSANYL	COMPUTER	NEC
64500320 MAIN	ROTARY HAMMER	Milwaukee
64500321 MH-202	COMPUTER WITH MONITOR	Gateway
64500322 STO241A	LAPTOP COMPUTER	Gateway
64500323 SYSANYL	LAPTOP COMPUTER	Gateway
64500324 MAIN	COMPUTER	Gateway
64500325 CUSTODY	BATTERY CHARGER	ACT
64500326 CUSTODY	BATTERY CHARGER	ACT
64500327 CUSTODY	BATTERY CHARGER	ACT
64500328 CUSTODY	BATTERY CHARGER	ACT
64500329 CUSTODY	BATTERY CHARGER	Motorola
64500330 CUSTODY	BATTERY CHARGER	Motorola
64500331 SYSANYL	COMPUTER	Gateway
64500332 SYSANYL	COMPUTER	Gateway
64500333 SYSANYL	COMPUTER	Gateway
64500334 SYSANYL	COMPUTER	Gateway
64500335 SYSANYL	COMPUTER	Gateway
64500336 SYSANYL	COMPUTER	Gateway
64500337 SYSANYL	COMPUTER	Gateway
64500338 SYSANYL	COMPUTER	Gateway
64500339 SYSANYL	COMPUTER	Gateway
64500340 SYSANYL	COMPUTER	Gateway
64500341 SYSANYL	COMPUTER	Gateway
64500342 SYSANYL	COMPUTER	Gateway
64500343 SYSANYL	COMPUTER	Gateway
64500344 SYSANYL	COMPUTER	Gateway
64500345 SYSANYL	LASERJET PRINTER	Gateway
64500346 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500347 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500348 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500349 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500350 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500351 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500352 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500353 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500354 SYSANYL	LASERJET PRINTER	Hewlett Packard
64500355 SYSANYL	PRINTER	Hewlett Packard
64500356 BUSA253	COPIER	Hewlett Packard
64500357 PERSNL	PHOTOSMART PRINTER	Canon
64500358 PERSNL	DIGITAL CAMERA	Hewlett Packard
64500359 FACTY	BUILDING-OFFICE BARTON	Kodak
64500360 FACTY	DOORS AND WINDOWS BARTON	
64500361 FACTY	DOORS AND WINDOWS BARTON	
64500362 FACTY	FIRE ESCAPE BARTON	
64500363 FACTY	OFFICE ADMINISTRATION BLDG	
64500364 FACTY	AIR CONDITIONING, ADM.	
64500365 FACTY	ELECTRICAL-ADM	
64500366 FACTY	REMODELING HANDICAP RAMP-ADM	
64500367 FACTY	OFFICE SEWAGE LIFT STATION	
64500368 FACTY	DOORS AND WINDOWS-LIFT STATION	
64500369 FACTY	DOORS AND WINDOWS-LIFT STATION	

64500556	SYSANYL	COMPUTER	Gateway
64500557	SYSANYL	COMPUTER	Gateway
64500558	SYSANYL	COMPUTER	Gateway
64500559	SYSANYL	COMPUTER	Gateway
64500560	SYSANYL	COMPUTER	Gateway
64500561	SYSANYL	COMPUTER	Gateway
64500562	SYSANYL	COMPUTER	Gateway
64500563	SYSANYL	COMPUTER	Gateway
64500564	SYSANYL	COMPUTER	Gateway
64500565	SYSANYL	COMPUTER	Gateway
64500566	SYSANYL	COMPUTER	Gateway
64500567	SYSANYL	COMPUTER	Gateway
64500568	SYSANYL	COMPUTER	Gateway
64500569	SYSANYL	COMPUTER	Gateway
64500570	SYSANYL	COMPUTER	Gateway
64500571	SYSANYL	COMPUTER	Gateway
64500572	SYSANYL	COMPUTER	Gateway
64500573	MH-202	COPIER	Canon
64500574	CUSLOBY	COPIER	Canon
64500575	MH-202	CALCULATOR	Victor
64500576	MH-202	CALCULATOR	Victor
64500577	MH-202	CALCULATOR	Victor
64500578	PAYROLL	CALCULATOR	Victor
64500579	ABA	CALCULATOR	Victor
64500580	MH-202	CALCULATOR	Victor
64500581	COMPOST	CALCULATOR	Victor
64500582	CUSDISP	CALCULATOR	Victor
64500583	MH-202	CALCULATOR	Victor
64500584	MH-202	CALCULATOR	Victor
64500585	MH-202	CALCULATOR	Victor
64500586	MH-202	CALCULATOR	Victor
64500587	MLRM	CALCULATOR	Victor
64500588	MH-202	CALCULATOR	Victor
64500589	MH-202	CALCULATOR	Victor
64500590	MH-202	CALCULATOR	Victor
64500591	MH-202	CALCULATOR	Victor
64500592	TF-238A	CALCULATOR	Victor
64500593	BAO	CALCULATOR	Victor
64500594	MH-202	CALCULATOR	Victor
64500596	GARAGE	1993 STEP VAN	Chevrolet
64500598	MAIN	REFRIGERANT RECOVERY SYSTEM	Cooltech
64500599	MAIN	ELECTRONIC CHARGING SCALE	TIF
64500600	MAIN	LEAK DETECTOR	TIF
64500601	MAIN	AMPROBE	Amprobe
64500602	MAIN	DIGITAL MULTIMETER	Fluke
64500603	FS	PALLET JACK	
64500604	FS	PALLET JACK	
64500605	FS	PALLET JACK	
64500606	COMPOST	SHREDDER	ALLEGHENY
64500611	SYSANYL	PRINTER	ELTRON
64500612	SYSANYL	CPU	DDELL
64500614	WH	SINGLE PED. DESK	

64500670 MAIN	JR. EXEC. CHAIR	
64500671 MAIN	JR. EXEC. CHAIR	
64500672 MAIN	SINGLE PED DESK	
64500673 MAIN	JR. EXEC. CHAIR	
64500674 MAIN	SINGLE PED DESK	
64500675 MAIN	JR. EXEC. CHAIR	
64500676 MAIN	JR. EXEC. CHAIR	
64500677 MAIN	SINGLE PED DESK	
64500678 MAIN	DOUBLE PED TABLE	
64500679 MAIN	18 IN. FOLDING TABLE	
64500680 MAIN	18 IN. FOLDING TABLE	
64500681 MAIN	JR. EXEC. CHAIR	
64500682 MAIN	DESK W KEYBOARD	
64500683 MAIN	4 DRAWER LAT FILE	
64500684 MAIN	4 DRAWER LAT FILE	
64500685 MAIN	SINGLE PED DESK	
64500686 MAIN	JR. EXEC. CHAIR	
64500687 GARAGE	MAXIVAN	Dodge
64500688 CUSTODY	KEY CUTTER	Bravo II
64500689 CUSTODY	BEST KEY COMBINATOR	Best
64500690 CUSTODY	CORE CAPPING PRESS	Best
64500691 CUSTODY	KEY CUTTER	Mogul
64500694 FACTY	BROCK BUILDING	
64500695 COMPOST	CHIPPER	BANDIT
64500696 MAIN	AERIAL PLATFORM TRUCK	JLG
64500697 REC	LEG EXTENTION/CURL MACHINE	HOIST
64500698 REC	VERTICAL CHEST PRESS	HOIST
64500699 REC	REAR DELT & PEC FLY MACHINE	HOIST
64500700 REC	SEATED LEG PRESS	HOIST
64500701 REC	LAT PULL DOWN MACHINE	MIDROW
64500702 REC	LOWER BACK ADMOINALS	HOIST
64500703 REC	SHOULDER PRESS & SHRUG MACHINE	HOIST
64500704 REC	BICEP CURL & TRICEP EXTENTION	HOIST
64500705 REC	BODY TREC	CCS
64500706 REC	BODY TREC	CCS
64500707 REC	TREADMILL	TRU FITNESS
64500708 REC	TREADMILL	TRU FITNESS
64500709 INFIR	HOSPITAL BED CRANK	SHUR PLUS
64500710 INFIR	HOSPITAL BED CRANK	SHUR PLUS
64500711 INFIR	HOSPITAL BED CRANK	SHUR PLUS
64500712 INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500713 INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500714 INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500715 INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500716 INFIR	HOSPITAL BED ELECTRIC	SHUR PLU
64500717 INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500718 INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500719 SYSANYL	MONITOR	GATEWAY
64500720 WH	ELECTRIC STAPLER	PANASONIC
64500721 SANI	CARPET SWEEPER	HOOVER
64500722 GROUNDS	RIDING LAWN MOWER	JOHN DEERE
64500723 GROUNDS	PUSH MOWER	JOHN DEERE

64500778	LAUNDRY	OFFENDER DESK	PEN
64500779	CUSTODY	OFFENDER DESK	PEN
64500780	COMPOST	CABINET YELLOW FIREPROOF	PEN
64500781	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500782	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500783	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUSS
64500784	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUSS
64500785	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500786	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500787	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500788	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500789	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500790	INFIR	HOSPITAL BED ELECTRIC	SHUR PLUS
64500791	MH-202	OFFENDER DESK	PEN
64500792	MH-202	OFFENDER DESK	PEN
64500793	MLRM	OFFENDER DESK	PEN
64500794	CLA	OFFENDER DESK	PEN
64500795	CASEMGR	OFFENDER DESK	PEN
64500796	CASEMGR	OFFENDER DESK	PEN
64500797	CASEMGR	OFFENDER DESK	PEN
64500798	CASEMGR	OFFENDER DESK	PEN
64500799	REC	MICROWAVE	AMANA
64500800	REC	MICROWAVE	AMANA
64500801	REC	MICROWAVE	AMANA
64500802	REC	MICROWAVE	AMANA
64500803	REC	MICROWAVE	AMANA
64500804	REC	MICROWAVE	AMANA
64500805	REC	MICROWAVE	AMANA
64500807	M HEA	REFRIGERATOR	FRIGIDAIRE
64500812	INFIR	SHELF UNITS 18X36X78	
64500813	INFIR	SHELF UNITS 18X36X78	
64500814	INFIR	SHELF UNITS 18X36X78	
64500815	INFIR	SHELF UNITS 18X36X78	
64500816	INFIR	SHELF UNITS 18X36X78	
64500817	INFIR	SHELF UNITS 18X36X78	
64500818	INFIR	SHELF UNITS 18X36X78	
64500819	INFIR	SHELF UNIT 18X36X78	
64500820	INFIR	SHELF UNITS 18X36X78	
64500821	INFIR	SHELF UNITS 18 X 36 X78	
64500822	INFIR	SHELF UNITS 18 X36X78	
64500823	INFIR	SHELF UNITS 18X36X78	
64500824	INFIR	WOODEN WORK STATION	
64500825	INFIR	WOODEN WORK STATION	
64500826	INFIR	WOODEN WORK STATION	
64500827	INFIR	WOODEN WORK STATION	
64500828	INFIR	4 DRAWER FILING CABINET	HON
64500829	INFIR	4 DRAWER FILING CABINET	HON
64500830	INFIR	4 DRAWER FILING CABINET	HON
64500831	INFIR	4 DRAWER FILING CABINET	HON
64500832	INFIR	4 DRAWER FILING CABINET	HON
64500833	INFIR	4 DRAWER FILING CABINET	HON
64500834	INFIR	4 DRAWER FILING CABINET	HON

64500893 SANI	FLOOR MACHINE (INDUSTRIAL)	HAWK
64500894 SANI	FLOOR MACHINE (INDUSTRIAL)	HAWK
64500895 SANI	FLOOR MACHINE	HAWK
64500896 SANI	FLOOR MACHINE (INDUSTRIAL)	HAWK
64500897 SANI	AIR MOVER	HAWK
64500898 SANI	AIR MOVER	HAWK
64500899 SANI	AIR MOVER	HAWK
64500900 SANI	AIR MOVER	HAWK
64500901 SANI	AIR MOVER	HAWK
64500902 SANI	AIR MOVER	HAWK
64500903 SANI	AIR MOVER	HAWK
64500904 TECH	TV SIGNAL LEVEL METER	LEADER
64500945 WH	SHELVING UNIT GREEN W/ DOORS	
64500946 CARPS	SHELVING UNIT TAN W/ DOORS	
64500947 WH	SHELVING UNIT TAN W/ DOOR	
64500948 WH	PODIUM WOODEN W/ STATE SEAL	
64500949 WH	BOOKCASE WOODEN 2 SHELF	
64500950 WH	TYPING STAND METAL W/ WOOD TOP	
64500951 WH	TABLE FOLDING 8' X 30"	
64500952 WH	TABLE FOLDING 8' X 30"	
64500953 WH	CART W/ WHEEL BLUE 4 SHELV	
64500954 WH	DESK WOOD W/ 6 DRAWERS	
64500955 WH	DESK WOOD W/ 6 DRAW	
64500956 WH	TABLE WOOD 96" X30"	
64500957 WH	SHELF UNIT METAL 4 SHELV	
64500958 WH	CHAIR SIDE W/ARM CLOTH	
64500959 WH	CHAIR SIDE W/ ARM CLOTH	
64500960 PAYROLL	CHAIR SIDE CLOTH BLUE	PEN
64500961 PAYROLL	CHAIR SIDE BLUE	PEN
64500962 WH	CHAIR SIDE W/ARM CLOTH	
64500963 WH	TYPING STANT WOODEN	
64500964 UT-ABLG	OFFENDER DESK	PEN
64500965 UT-ABLG	OFFENDER DESK	PEN
64500966 ARMORY	CABINET YELLOW FLAMMABLE	EAGLE
64500967 DENT	CABINET YELLOW FLAME RESISTANT	EAGLE
64500968 MAIN-TC	CABINET YELLOW FLAMMABLE	EAGLE
64500969 SANI	FLOOR POLISHER	HAWK
64500970 SANI	FLOOR POLISHER	HAWK
64500971 LOCKSHP	FILING CABINET 4 DRAWER	HON
64500981 TECH	SHELF	PEN
64500982 TECH	SHELF UNIT	PEN
64501001 MAIN	CART 4 WHEEL PLATFORM	RUBBERMAID
64501002 MAIN	CART 4 WHEEL PLATFORM	RUBBERMAID
64501003 MAIN	CART 4 WHEEL PLATFORM	RUBBERMAID
64501004 STAFDIN	CHAIR STACKABLE	PEN
64501005 STAFDIN	CHAIR, STACKING	PEN
64501006 STAFDIN	CHAIR, STACKING	PEN
64501007 STAFDIN	CHAIR, STACKING	PEN
64501008 STAFDIN	CHAIR, STACKING	PEN
64501009 STAFDIN	CHAIR, STACKING	PEN
64501011 STAFDIN	CHAIR, STACKING	PEN
64501012 STAFDIN	CHAIR, STACKING	PEN

64504060	SYSANYL	MONITOR
64504061	SYSANYL	LCD PROJECTOR
64504062	SYSANYL	SMARTSTACK HUB
64504063	SYSANYL	SMARTSTACK HUB
64504064	SYSANYL	SMARTUPS -
64504065	SYSANYL	SMARTUP
64504066	SYSANYL	SMARTUPS
64504067	SYSANYL	SMARTUPS
64504068	SYSANYL	SMARTUPS
64504069	SYSANYL	MONITOR
64504070	SYSANYL	MONITOR
64504071	SYSANYL	MONITOR
64504072	SYSANYL	MONITOR
64504073	SYSANYL	MONITOR
64504074	SYSANYL	SERVER
64504075	SYSANYL	SERVER
64504076	SYSANYL	SERVER
64504077	SYSANYL	MONITOR
64504078	SYSANYL	MONITOR
64504079	SYSANYL	HOIZON HUB
64504080	SYSANYL	MATRIX E7 SWITCH
64504081	SYSANYL	SMARTSWITCH 2200
64504082	SYSANYL	SMARTSTACK HUB
64504083	SYSANYL	HORIZON HUB
64504084	SYSANYL	SMARTSTACK HUB
64504085	SYSANYL	MONITOR
64504086	MAIN	PLANNER
64504087	MAIN	DRILL PRESS
64504088	SYSANYL	SMARTSTACK HUB
64504089	SYSANYL	SMARTSTACK HUB
64504090	SYSANYL	SMARTSTACK HUB
64504091	SYSANYL	SMARTSTACK HUB
64504092	SYSANYL	SMARTSTACK HUB
64504093	SYSANYL	SMARTSTACK HUB
64504094	SYSANYL	SMARTSTACK HUB
64504095	SYSANYL	SMARTSTACK HUB
64504096	SYSANYL	SMARTSTACK HUB
64504097	SYSANYL	SMARTSTACK HUB
64504098	SYSANYL	SMARTSTACK HUB
64504099	SYSANYL	SMARTSTACK HUB
64504100	SYSANYL	SMARTSTACK HUB
64504101	SYSANYL	SMARTSTACK HUB
64504102	SYSANYL	SMARTSTACK HUB
64504103	SYSANYL	SMARTSTACK HUB
64504104	SYSANYL	SMARTSTACK HUB
64504105	SYSANYL	SMARTSTACK HUB
64504106	SYSANYL	SMARTSTACK HUB
64504107	SYSANYL	SMARTSTACK HUB
64504108	SYSANYL	SMARTSTACK HUB
64504109	SYSANYL	SMARTSTACK HUB
64504130	CUSTODY	RADIO
64504131	CUSTODY	RADIO

NEC HR 17
SHARP
CABLETRON

[illegible]

[illegible]

64504291	SYSALAW	MONITOR
64504292	SYSALAW	COMPUTER
64504293	SYSALAW	MONITOR
64504294	SYSALAW	COMPUTER
64504295	SYSALAW	MONITOR
64504296	SYSALAW	COMPUTER
64504297	SYSALAW	MONITOR
64504298	SYSALAW	COMPUTER
64504299	SYSALAW	MONITOR
64504301	SYSALAW	MONITOR
64504302	SYSALAW	COMPUTER
64504303	SYSALAW	MONITOR
64504304	SYSALAW	COMPUTER
64504305	SYSALAW	MONITOR
64504306	SYSALAW	COMPUTER
64504307	SYSALAW	MONITOR
64504308	SYSALAW	COMPUTER
64504309	SYSALAW	MONITOR
64504310	SYSALAW	COMPUTER
64504311	SYSALAW	MONITOR
64504312	SYSALAW	COMPUTER
64504313	SYSALAW	MONITOR
64504314	SYSALAW	COMPUTER
64504315	SYSALAW	MONITOR
64504316	SYSALAW	COMPUTER
64504317	SYSALAW	COMPUTER
64504319	SYSALAW	PRINTER
64504320	SYSANYL	PRINTER
64504321	SYSALAW	COMPUTER
64504322	SYSALAW	MONITOR
64504323	SYSALAW	COMPUTER
64504324	SYSALAW	MONITOR
64504325	SYSALAW	COMPUTER
64504326	SYSALAW	MONITOR
64504327	SYSALAW	COMPUTER
64504328	SYSALAW	MONITOR
64504329	SYSALAW	COMPUTER
64504331	SYSANYL	MONITOR
64504332	SYSANYL	MONITOR
64504333	SYSANYL	PRINTER
64504334	SYSANYL	PRINTER
64504335	SYSANYL	PRINTER
64504347	TECH209	HAND HELD RADIO
64504370	ARMORY	GAS GUN
64504371	ARMORY	GAS GUN
64504416	ARMORY	.38 HAND GUN
64504417	ARMORY	.38 HAND GUN
64504418	ARMORY	.38 HAND GUN
64504419	ARMORY	.38 HAND GUN
64504420	ARMORY	.38 HAND GUN
64504421	ARMORY	.38 HAND GUN
64504422	ARMORY	.38 HAND GUN

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ADVANTEC
XEROX PRINT
990CXI PROFESSIONAL
ADVANTEC
ACER
ADVANTEC
ACER
ADVANTEC
ACER
ADVANTEC
GATEWAY
GATEWAY
HP 2230
2230C
HP2230
MOTOROLA
DEFENSE TECHNOLOGY
DEFENSE TECHNOLOGY
SMITH & WESSON
SMITH & WESSON
SMITH & WESSON
SMITH & WESSON
SMITH & WESSON
SMITH & WESSON

64504489 SAF MGR	PERSONAL ALARM	FIVESTAR
64504490 SAF MGR	MICROWAVE LEAKAGE DETECTOR	SPER SCIENTIFIC
64504540 TECH202	TABLE 36"	PEN
64504541 TECH202	36" TABLE	PEN
64504542 TECH202	COMPUTER WORK STATION 36"	PEN
64504543 TECH202	CHAIR LOW BACK SWIVAL	PEM
64504544 TECH202	CHAIR METAL FOLDING	
64504545 TECH202	MONITOR 15"	DELL
64504546 TECH202	PRINGER	LEXMARK
64504547 TECH202	CPU	DELL
64504548 TECH202	TERMINAL-TELEPHONE	ESPRIT
64504549 TECH202	TERMINAL TELEPHONE	ESPRIT
64504550 TECH202	PRINTER DOT MATRIX	DATA PRODUCTS
64504551 TECH202	PRINTER DOT MATRIX	DATA PRODUCTS
64504552 TECH202	VOICEMAIL PC	BAY POINT
64504553 TECH	FIBER OPTIC SOUPLER	BLANDER TONGUE
64504554 TECH202	TV MONITOR 13" COLOR	PANASONIC
64504555 TECH202	TV MONITOR 13" COLOR	PANASONIC
64504556 TECH202	TV MONITOR 13" COLCOR	PANASONIC
64504557 TECH202	TV MONITOR 13" COLOR	PANASONIC
64504558 TECH202	TV MONITOR 13" COLOR	PANASONIC
64504559 TECH202	VCR 4 HEAD	PANASONIC
64504560 TECH202	VCR 4 HEAD	PANASONIC
64504561 TECH202	VCR 4-HEAD	PANASONIC
64504562 TECH202	DVD PLAYER	PIONEER
64504563 TECH202	PROGRAMABLE VIDO CONTROL	TECH ELEC
64504564 TECH202	MODULATOR- VIDEO	BLONDER TONGUE
64504565 TECH202	OUTPUT COMBINER	BLONDER TONGUE
64504566 TECH202	FIBER TRANSMITER	BLONDER TONGUE
64504567 TECH202	FIBER TRANSMITTER	BLONDER TONGUE
64504568 TECH	TELEPHONE POWER	FERRUPS
64504569 TECH209	EXEC. DESK WORK STATION	PEN
64504570 TECH209	EXEC. DESK WORK STATION	PEN
64504571 TECH209	LOW BACK SWIVEL DESK CHAIR W/ARMS	PEN
64504572 TECH209	LW BACK SWIVEL DESK CHAIR	PENN
64504573 TECH209	FOUR DRAWER FILE CABINET	PEN
64504574 TECH209	THREE DRAWER FILE MOBIL	PEN
64504575 TECH209	THREE DRAWER FILE MOBIL	PEN
64504576 TECH209	SIDE CHAIR	PEN
64504577 TECH251	EXECUTIVE DESK WORK STATION	PEN
64504578 TECH251	CHAIR LOW BACK SWIVEL	PEN
64504579 TECH251	FILE CABINET 4 DRAWER WOOD	PEN
64504580 TECH251	CHAIR SIDE	PEN
64504581 TECH211	CHAIR LOW BACK SWIVEL	PEN
64504582 TECH211	CHAIR LOW BACK SWIVEL	PEN
64504583 TECHSEC	UPS BACK UP	MITSUBISHI
64504584 TECHSEC	DOOR COMPUTER	GATEWAY
64504585 TECHSEC	CAMBER COMPUTER	OAYSUS
64504586 TECH210	TABLE 36" X 96" WOOD	PEN
64504587 TECH210	TABLE 36 X 84 WOOD	PEN
64504588 TECH210	TABLE 30 X 60 WOOD	PEN
64504589 TECH210	TABLE 36X 84 WOOD	PEN

64504642	TECH	TOUCH SCREEN MONITOR	NEC
64504644	TECH	TOUCH SCREEN MONITOR	NEC
64504645	TECH	TOUCH SCREEN MONITOR	NEC
64504646	TECH	TOUCH SCREEN MONITORS	NEC
64504647	TECH	TOUCH SCREEN MONITORS	NEC
64504648	TECH	TOUCH SCREEN MONITORS	NEC
64504649	TECH	TOUCH SCREEN MONITORS	NEC
64504650	TECH	TOUCH SCREEN MONITORS	NEC
64504651	TECH	TOUCH SCREEN MONITORS	NEC
64504652	TECH	TOUCH SCREEN MONITORS	NEC
64504653	TECH	TOUCH SCREEN MONITORS	NEC
64504654	TECH	TOUCH SCREEN MONITORS	NEC
64504655	TECH	TOUCH SCREEN MONITORS	NEC
64504656	TECH	TOUCH SCREEN MONITORS	NEC
64504657	TECH	TOUCH SCREEN MONITOR	NEC
64504658	TECH	TOUCH SCREEN MONITOR	NEC
64504673	TECH	TOUCH SCREEN MONITORS	NEC
64504684	TECH	TOUCH SCREEN MONITORS	NEC
64504685	SYSALAW	CPU PENTIUM III	DELL
64504686	SYSALAW	COMPUTER	DELL
64504687	SYSALAW	COMPUTER	DELL
64504688	SYSALAW	COMPUTER	DE,,
64504689	SYSALAW	CPU PENTIUM III	DELL
64504690	SYSALAW	CPU - PENTIUM III	DELL
64504691	SYSALAW	CPU PENTIUM III	DELL
64504692	SYSALAW	CPU PENTIUM III	DELL
64504694	SYSALAW	CPU PENTIUM III	DELL
64504695	SYSALAW	MONITOR	DELL
64504696	SYSALAW	MONITOR	ACER
64504697	SYSALAW	MONITOR	DELL
64504698	SYSALAW	MONITOR	DELL
64504699	SYSALAW	MONITOR	DELL
64504700	SYSALAW	MONITOR	DELL
64504701	SYSALAW	MONITOR	DELL
64504702	SYSALAW	MONITOR	DELL
64504703	SYSALAW	MONITOR	DELL
64504704	SYSALAW	MONITOR	DELL
64504705	TECH251	FILE MOBILE 3 DRAWER	PEN
64504706	TECH251	FILE MOBILE 3 DRAWER	PEN
64504707	TECH211	PUSH CART	
64504708	TECH211	PUSH CART	
64504709	TECH211	PUSH CART	
64504710	TECH201	CHAIR SIDE	PEN
64504711	TECH201	FILE CABINET 4 DRW HOR WOOD	PEN
64504712	TECH201	CHAIR SWIVEL LOW BACK	PEN
64504713	TECH201	DESK EXECUTIVE	PEN
64504714	ADMAST	DESK	PEN
64504715	ADMAST	CHAIR SWIVEL	PEN
64504717	ADMAST	SWIVEL CHAIR	PEN
64504718	ADMAST	Blue Office Chair	PEN
64504719	ADMAST	CHAIR SIDE	PEN
64504720	ADMAST	FILE CABINET 4 DRAWER	PEN

64505643 CUS SEC	CHAIR UP ARM SHORT BACK	PEN
64505644 CUS SEC	CHAIR DEST W/ ROLLER UP ARM	PEN
64505645 CUS SEC	CAQLCULATOR	VICTOR
64505646 CUST OP	FILING CABINET 4 DRAWER WOOD	PEN
64505647 CUST OP	FILING CABINET GREY METAL 2 DRAWER	PEN
64505648 CUST OP	FILING CABINET GREY METAL 2 DRAWER	PEN
64505649 CUST OP	FILING CABINET GREY METAL 2 DRAWER	PEN
64505650 CUST OP	WOOD DESK W/ HUTCH 2 DOOR	PEN
64505651 CUST OP	OFFENDER DESK	PEN
64505652 CUST OP	CHAIR, ARM UP SHORT BACK	PEN
64505653 CUST OP	CHAIR DESK ROLLING UP ARM	PEN
64505654 CUST OP	CALCULATOR	CANON
64505655 CUST OP	FILING CABINET WOOD ROLLING 3 DRWER	PEN
64505656 CUST OP		
64505670 PERS235	CHAIR WITH ARM REST	
64505671 PERS235	CHAIR WITH ARM REST	
64505673 PERS235	COMMANDMASTER CHAIR W/O ARM REST	
64505674 PERS235	PANEL DESK SYSTEM W OVERHEAD	
64505675 PERS235	TABLE 29" x 17" x 25"	
64505676 PERS235	TYPING TABLE W/VERTICAL BRACES	
64505678 PERS235	PANEL SYSTEM W OVERHEAD	
64505679 PERS235	28" 3 DRAWER PEDESTAL FILE MOBILE	
64505681 PERS235	GF LATERAL FILE CABINET 3 DRAWER	
64505709 CLA	COPIER	
64505721 SANI	DESK WOOD 4 DRAWER	PEN
64505722 SANI	CHAIR METAL GREEN	PEN
64505723 SANI	CABINET GRAY METAL 4 DRAWER	PEN
64505724 SANI	CABINET GRAY METAL 4 DRAWER	PEN
64505725 SANI	CABINET GRAY METAL 4 DRAWER	PEN
64505726 SANI	CABINET GRAY METAL 4 DRAWER	PEN
64505727 SANI	CABINET BLUE METAL 4 DRAWER	PEN
64505728 SANI	CABINET BLUE METAL 4 DRAWER	PEN
64505729 SANI	DABINET BLUE METAL 4 DRAWER	PEN
64505730 SANI	CABINET BLUE METAL 4 DRAWER	PEN
64505731 SANI	CABINET BLUE METAL 4 DRAWER	PEN
64505732 SANI	CABINET BLUE METAL 4 DRAWER W/ DOOR	PEN
64505734 SANI	FILE CABINET GRAY 2 DRAWER	PEN
64505736 SANI	TABLE WOOD FOLDING	JEN
64505737 SANI	MICROWAVE	SHARP
64505747 LAUNDRY	FILING CABINET WOOD 4 DRAWER	PEN
64505748 LAUNDRY	DESK WOOD 5 DRAWERS	PEN
64505749 LAUNDRY	CHAIR W/ ROLLER LO BACK BLUE	PEN
64505750 LAUNDRY	CHAIR UP RED LO BK	PEN
64505751 LAUNDRY	CHAIR UP LO BACK	PEN
64505752 LAUNDRY	SHEET IRONER	CHICAGO
64505753 LAUNDRY	PRESS	UNIPRESS
64505754 LAUNDRY	DRYER 75#	ADC
64505755 LAUNDRY	DRYER 170#	ADC
64505756 LAUNDRY	DRYER 170#	ADC
64505757 LAUNDRY	DRYER 170#	ADC
64505758 LAUNDRY	DRYER 170#	ADC
64505759 LAUNDRY	DRYER 170#	ADC

64505898 BUSA253	2 DRAWER MOBILE FILE
64505899 BUSA253	COMPUTER TABLE
64505900 BUSA253	4 DRAWER LATERAL FILE CABINET
64505901 BUSA253	4 DRAWER LATERAL FILE CABINET
64505902 BUSA253	SYSTEM FURNITURE
64505903 BUSA253	SYSTEM FURNITURE CUBICLE
64505904 BUSA253	TASK CHAIR-NO ARMS
64505905 BUSA253	TASK CHAIR WITH ARMS
64505906 PAYROLL	TASK CHAIR NO ARMS
64505907 BUSA253	2 DRAWER MOBILE FILE CABINET
64505908 BUSA253	3 DRAWER MOBILE FILE CABINET
64505909 BUSA253	3 DRAWER MOBILE FILE CABINET
64505910 BUSA253	2 DRAWER MOBILE FILE CABINET
64505911 BUSA253	BUILT IN SYSTEM FURNITURE
64505912 BUSA253	FACSIMILE MACHINE
64505913 PAYROLL	DESK WITH OVERHEAD
64505914 PAYROLL	DESK WITH OVERHEAD
64505915 PAYROLL	MOBILE 3 DRAWER FILE CABINET
64505916 PAYROLL	MOBILE 3 DRAWER FILE CABINET
64505917 PAYROLL	TASK CHAIR NO ARMS
64505918 PAYROLL	4 DRAWER LATERAL FILE CABINET
64505919 PAYROLL	4 DRAWER LATERAL FILE CABINET
64505920 TF-238A	DESK WITH OVERHEAD
64505921 TF-238A	DESK WITH OVERHEAD
64505922 TF-238A	MOBILE 3 DRAWER FILE CABINET
64505923 TF-238A	LATERAL 4 DRAWER FILE CABINET
64505924 TF-238A	TASK CHAIR WITH ARMS
64505925 TF-238A	TASK CHAIR WITH ARMS
64505927 ABA	DESK WITH OVERHEAD
64505928 ABA	4 DRAWER LATERAL FILE
64505929 ABA	PRINTER TALBE
64505930 ABA	HIGH BACK EXECUTIVE CHAIR
64505931 ABA	SIDE CHAIR
64505932 STO241A	SHELVING SYSTEM
64505933 LOCKSHP	MORSEWATCHMAN
64505934 LOCKSHP	MORSEWATCHMAN
64505935 LOCKSHP	MORSEWATCHMAN
64505936 LOCKSHP	MORSEWATCHMAN
64505937 LOCKSHP	MORSEWATCHMAN
64505938 TECH	VIDEO CONFERENCING SYSTEM-2 TV'S
64505940 TECH	CAMERA & SWIVEL
64505941 TECH	WIRELESS KEYBOARD
64505942 TECH	COMPUTER-VIDEO CONFERENCING
64505943 GARAGE	DODGE RAM MAXIWAGON 2002
64505984 CUST OP	MOBILE RADIO - SUPER'S CAR
64507281 SYSALAW	MONITOR
65401044 ARMORY	HANDGUN
645004256 SYSANYL	MONITOR
645004703 CUSTODY	RADIO
645058945 BAO	5 SHELF BOOKCASE
964504693 SYSALAW	CPU PENTIUM III

SHARP

BEST-MORSEWATCHMAN
 BEST-MORSEWATCHMAN
 BEST-MORSEWATCHMAN
 BEST-MORSEWATCHMAN
 BEST MORSEWATCHMAN
 OVTEL
 SMARTVIEW
 OVTEL
 OVTEL
 DODGE RAM
 MOTOROLA
 ACER
 SMITH & WESSON
 GATEWAY
 MOTOROLA

DELL

[illegible]

[illegible]

[illegible]

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ClubWagon	1FB5531L4WHB55646	0102	0
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700	E6237675	0103	450
	1FBJ531L2VHC03574	0103	10000
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UBC116100	78SEKL013322	0104	1000
UBC116100	78SEKL013308	0104	1000
UBC116100	78SEKL013302	0104	1000
UBC116100	78SEKL013295	0104	1000
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C8051A	USBDB06853	0105	1408954	1835
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MTS2000	466ABJ2711	0104	1408456	1815
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MTS2000	466ABJ2713	0104	1408456	1815
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MTS2000	466ABJ2723	0104	1408456	1815
XTS3000	326ABJ1428	0104	1408456	3076
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XTS3000	326ABJ1430	0104	1408456	3076
XTS3000	326ABJ1431	0104	1408456	3076
XTS3000	326ABJ1432	0104	1408456	3076
XTS3000\	326ABJ1433	0104	1408456	3323
XTS3000	326ABJ1434	0104	1408456	3323
XTS3000	326ABJ1435	0104	1408456	3323
XTS3000	326ABJ1436	0104	1408456	3323
XTS3000	326ABJ1437	0104	1408456	3323
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250Plus	0008574	0102	1405096	2751
Taurus	1FAFP5221G232994	0105	1409145	15089.25
	0023539398	0105	1409448	1534
	0023539394	0105	1409448	1534
	0023539387	0105	1409448	1534
	0023539385	0105	1409448	1534
	0023539388	0105	1409448	1534
	0023539389	0105	1409448	1534

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	0108	1504831	470
	0108	1504831	470
	0108	1	1878
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	0108	1	509
	0108	1	1320
	0108	1	1042
	9910		400
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	9910		385
	0108	1	882
	9910		175
	0108	1	336
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	0108	1504831	475
9902			
200010			
277657			
200012			
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495			
Sewer Master			
103078			

JS60	GXJS60X085477			250
JS60	GXJS60X085464			250
JS60	GXJS60X095997			250
T105	MB3010037			150
T105S	MB3010032			150
T105S	MB3010039			150
T105S	346515			250
T105S	MB3010024			150
6 X 4	W006X4X063283			6000
6 X 4	W006X4X059230			6000
6 X 4	W006X4X062434			6000
4TR20B	52725-53			150
DF314	13GM30386			2000
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6005	6005E0200034			2000
6005	6005E0200037			2000
6005	6005E0200031			2000
6005	6005E0200023			2000
6005	6005E0200022			2000
6005	6005E0200024			2000
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101TF456	1010220944	0207	02504007	22377
EASIR4OTT	ESD9211818			16000
18A060051A	01U0			400
	MCWCAK			350
	MJWCQK			350
	MJ6CNK			225
	MX6CNK			225
				53
				170
				170
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FG15HT16	652213A			17000
				300
				300
MODEL 42297	10000406			350
				100
				100
				100

	MIWCQK			100
LD10D	10188401AJ			100
LD10D	10188794AJ			100
LD10D	10188982AJ			204
LD10D	10188810AJ			204
LD10D	10188416AJ			204
LD10D	10188816AJ			204
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12 GA	D277439M			500
12 GA	D277472M			500
12 GA	D277551M			500
12 GA	D277741M			500
12 GA	D277792M			500
12 GA	D277377M			500
12 GA	D277382M			500
870	D277494M	0212		500
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SK9921	F036864			75
6Z097G		0301	03504740	109
6Z097G		0301	03504740	109
AD1200	T1200021102B0966YM01	0301	LP3-239	89
88342		0301	LPE-276	320
PDE21500D	P1002-34898	031	03504739	1389
PDE21500D	P100237788	0301	03504739	1389
161ERG0EY	AL2110	0301	03504739	1999
S16	RO557	0301	03504739	305
S16	RO548	0301	03504739	305
S16	RO553	0301	03504739	305
F32444	C463C21HX	0301	REC-3-012	495
F32444	C464C225G	0301	REC-3-012	495
F32444	C464C22RN	0301	REC-3-012	495
F32444	C463C21I1	0301	REC-3-012	495
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HP1020	0240021530	0310	03504741	572

DAKOTA		0303	D120-3-100	52
DAKOTA		0303	D120-3-100	52
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F3561-CH		0303	D120-3-120	98
F3561-CH		0303	D120-3-100	98
F3561-CH		0303	D120-3-100	98
TVS3245	065730102606A	0303	REC-016	449
TVS3245	065730102550A	0303	REC3-016	449
Q6030 BLUE				141
Q4108				165
Q4108				165
Q4108				165
Q4108				165
66	CFV5361	0304	03505070	359
66	CVF5376	0304	03505070	359
66	CFV6554	0304	03505070	359
66	CFV6547	0304	03505070	359
66	CFV6555	0304	03505070	359
66	CFV6551	0304	03505070	359
66	CFV5385	0304	03505070	359
66	CFV6558	0304	03505070	359
66	CFV5362	0304	03505070	359
Q4108				165
Q4108				165
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870	D466002M	0304	03505070	429
870	D463044M	0304	03505070	429
870	D463102M	0304	03505070	429
870	D465462M	0304	03505070	429
870	D463056M	0304	03505070	729
870	D466036M	0304	03505070	429
870	D465461M	0304	03505070	429
870	D466015M	0304	03505070	429
870	D466035M	0304	03505070	429
870	D466030M	0304	03505070	429
6537-22	916H301281782	0304	PM3-112	179
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PG-C30XU	109324435	900
ELS10-27MDU	310600290025010B	2000
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SU1400BX120	WS0123012231	1000
SU1400BX120	WS0123012231	1000
SU1400BX120	WS0123012231	1000
SU1400BX120	WS0123012231	1000
SU1400BX120	WS0123012231	1000
S770	HNMN95100169	300
N9705	0712127BF	300
EV700	MU17026C0329351	300
S770	HNMN95100170	300
EV700	LIC03717431	300
81Y 8664	23GF721	1000
81Y 8664	23GF811	1000
81Y 8664	23GF791	1000
S770	HNMN95100171	300
N-9705	0711938BF	400
VH4202S	01253344210A	2000
6C107		1000
2H258-17R	257801250135010P	500
ELS10-27MDU	317100271384050A	2000
VH4202S	01253532210A	2000
ELS10-27MDU	317100280682050A	2000
VX720	P102266328	300
14TJ93A	200102	1200
44G14	1424	1500
ELS10-27MDU	317100272051050A	2000
ELS10-27MDU	317100270491050A	2000
ELS10-27MDU	317100272105050A	2000
ELS10-27MDU	317100260773050A	2000
ELS10-27MDU	317100272055050A	2000
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ELS10-27MDU	317100270495050A	2000
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	466ABU1889Z	1815

VX720	P102260644	300
VX720	P102260640	300
EV700	MU17026C0303828	300
EV700	MU17026C0322673	300
EV700	MU17026C0284257	300
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EV700	LIC03717435	300
VX720	P102260638	300
VX720	P102266338	300
SL-6	M-1277	500
H340/SO-2	305771	1000
EV700	MU17026C0322673	300
EV700	MU17026C0284263	300
EV700	MU17026C0316391	300
EV700	MU17026C0329352	300
EV700	LIC03717439	300
C6455A	MY23M1C1PN	500
C6455A	MY23M1C254	500
VX720	P102266325	300
EV700	MU17026C0329347	300
V551	209002	300
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C5455A	MYC23MIC1X5			500
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Attachment G

CURRENT FACILITY WARRANTY INFORMATION

<u>Asset tag #</u>	<u>Vendor and item purchased</u>	<u>Date purchased</u>	<u>Warranty</u>
	Texas Refinery Corp. - Brock building roof	4/5/2001	20 years
	Texas Refinery Corp. - Van Nuys building roof	10/1/2001	20 years
	McGuff Supply - Four Mental Health bldgs. And Segregation bldg. Roof	2/1/2002	15 years
645-01175	Springfield Ford - 2004 Ford 15-passenger van	3/5/2004	3 year, 36000 miles
645-01433	Hubler Chevrolet - 2005 Chevrolet P/U truck	1/26/2005	3 year, 36000 miles
645-01481	Reynolds Farm Equipment - Gator	4/6/2005	12 months
645-03377	Dell - Server	10/22/2004	3 years
645-03378	Dell - Server	10/22/2004	3 years

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Exhibit B

The GEO Group, Inc. New Castle Correctional Facility — 1,068 to 1,698 Beds RFP-5-105

Price Proposal

Offender Per Diem (Excluding medical/ mental health, dental services & food services)

In the event the Arizona Department of Corrections (ADC) or other third party agency occupies three (3) or fewer 210-bed housing units and GEO is paid a per diem rate of not less than \$42.50 for such ADC or other third party agency offenders (subject always to a 95% occupancy guarantee), the following per diem rate pricing shall apply to all IDOC male offenders housed at the New Castle Correctional Facility (subject always to a 90% minimum occupancy guarantee, on a housing-unit-by-housing-unit basis):

TABLE 1

Contract Year	1	2	3	4	5	6	7	8	9	10
IDOC	09/01/05	07/01/06	07/01/07	07/01/08	07/01/09	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14
Inmates*	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10	06/30/11	06/30/12	06/30/13	06/30/14	08/31/15
Up to 1068	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1069 to 1278	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1279 to 1488	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1489 to 1698	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20

* Population ranges assume four, five, six or seven 210-bed housing units, plus 100 Camp inmates, plus 128 Mental Health Care Unit inmates (actual count may exceed 1068, 1278, 1488, or 1698, based on actual numbers of inmates housed in the Camp and/or Mental Health Care Unit).

In the event the Arizona Department of Corrections (ADC) or other third party agency occupies at least four (4) 210-bed housing units and GEO is paid a per diem rate of not less than \$37.50 for such ADC or other third party agency offenders (subject always to a 95% occupancy guarantee), the following **TABLE 2** per diem rate pricing shall apply to all IDOC adult male inmates housed at the New Castle Correctional Facility (subject always to a 90% minimum occupancy guarantee, on a housing-unit-by-housing-unit basis):

TABLE 2

Contract Year	1	2	3	4	5	6	7	8	9	10
IDOC	09/01/05	07/01/06	07/01/07	07/01/08	07/01/09	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14
Inmates*	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10	06/30/11	06/30/12	06/30/13	06/30/14	08/31/15
Up to 1068	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1069 to 1278	\$32.95	\$33.65	\$33.50	\$34.25	\$35.00	\$35.45	\$36.20	\$36.90	\$37.65	\$38.50
1279 to 1488	\$32.95	\$33.65	\$33.50	\$34.25	\$35.00	\$35.45	\$36.20	\$36.90	\$37.65	\$38.50

* Population ranges assume four, five or six 210-bed housing units, plus 100 Camp inmates, plus 128 Mental Health Care Unit inmates (actual count may exceed 1068, 1278, or 1488, based on actual numbers of inmates housed in the Camp and/or Mental Health Care Unit).

- Exhibit C

New Castle Correctional Facility
ing Units/100 Bed Minimum Camp/128 Bed Mental Health
WITHOUT MEDICAL OR FOOD SERVICE
Staffing Plan - 1068 Beds *

EXECUTIVE OFFICE

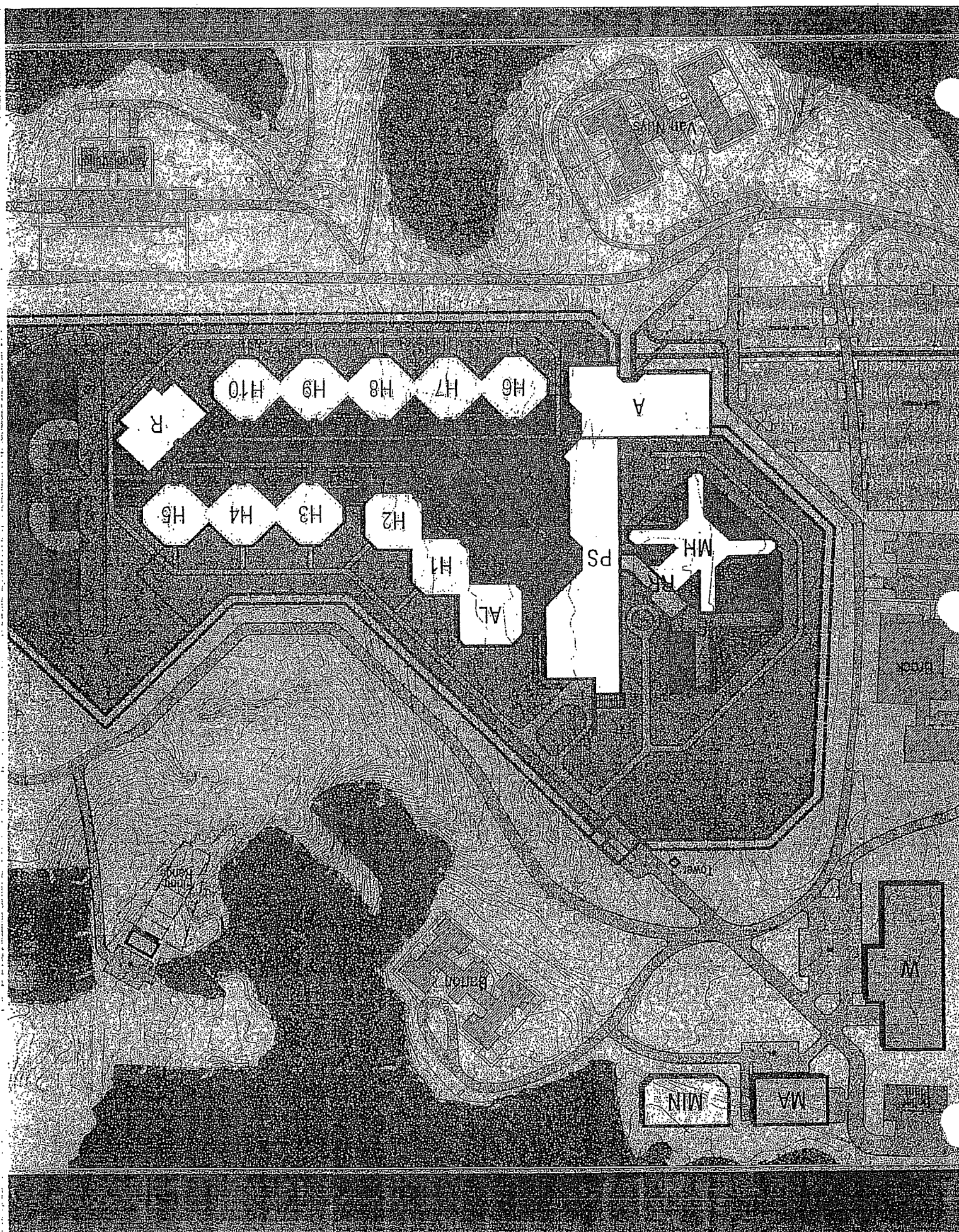
	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Superintendent	1.00				1.00	1.00
Executive Secretary	1.00				1.00	1.00
Human Resource Manager	1.00				1.00	1.00
Human Resource Clerk	1.00				1.00	1.00
ACA/QCP Compliance Manager	1.00				1.00	1.00
Grievance/Litigation Manager	1.00				1.00	1.00
Training Coordinator	1.00				1.00	1.00
Training Clerk	1.00				1.00	1.00
Safety/Risk Manager	1.00				1.00	1.00
Sub Total Executive Office	9.00					9.00

BUSINESS OFFICE**BUSINESS SUPPORT**

	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Business Manager	1.00				1.00	1.00
MIS Manager	1.00				1.00	1.00
Accountant	1.00				1.00	1.00
Accountant Clerk (deleted)						
Warehouse / Supply Manager	1.00				1.00	1.00
Laundry Manager	1.00				1.00	1.00
Laundry Worker (deleted)						
Payroll Clerk	1.00				1.00	1.00
Offender Accounts Clerk	1.00				1.00	1.00
Administrative Clerk	1.00				1.00	1.00
Mail Room Supervisor	1.00				1.00	1.00
Mail Room Clerk	1.00				1.00	1.00
Commissary Manager	1.00				1.00	1.00
Commissary Clerk	1.00				1.00	1.00
Receptionist	1.00				1.00	1.00
Sub Total Business Office	13.00					13.00

MAINTENANCE**MAINTENANCE**

	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Facility Maintenance Manager	1.00				1.00	1.00
Maintenance Technician (deleted 1 on Shift 1)		2.00	1.00		1.00	3.00



Powerhouse Technician		1.00	1.00	1.00	1.67	5.00
Tool Room/Maintenance Clerk	1.00				1.00	1.00
<hr/>						
Sub Total Maintenance	2.00	3.00	2.00	1.00		10.00

PROGRAMS	Programs					
	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Assistant Superintendent - Re-Entry (retitled)	1.00				1.00	1.00
Academic Programs						
Education Director	1.00				1.00	1.00
Education Clerk	1.00				1.00	1.00
Chaplain/Volunteer Coordinator	1.00				1.00	1.00
Librarian	1.00				1.00	1.00
Library Aide	1.00				1.00	1.00
Academic Instructor (ABE/Pre-GED/GED) (Added 1.0)	5.00				1.00	5.00
Vocational Instructor (Culinary Arts)	1.00				1.00	1.00
Vocational Instructor (Horticulture)	1.00				1.00	1.00
Vocational Instructor (Building Maintenance)	1.00				1.00	1.00
Vocational Instructor (Computers)	1.00				1.00	1.00
Re-Entry Unit Management						
Re-Entry Coordinator (retitled)	1.00				1.00	1.00
Unit Manager - Mental Health / Camp (Re-Entry)	1.00				1.00	1.00
Unit Manager - B (Re-Entry Unit) / C	1.00				1.00	1.00
Unit Manager - D / E	1.00				1.00	1.00
Re-Entry Case Manager/Counselor - M Health / Camp	1.00				1.00	1.00
Re-Entry Case Manager/Counselor - B	1.00				1.00	1.00
Case Manager/Counselor - C	1.00				1.00	1.00
Case Manager/Counselor - D	1.00				1.00	1.00
Case Manager/Counselor - E	1.00				1.00	1.00
Re-Entry Specialists (retitled)	2.00				1.00	2.00
Substance Abuse Instructor/Coordinator (Added 3.0)	4.00				1.00	4.00
Recreation Specialist	1.00				1.00	1.00
Offender Records Manager	1.00				1.00	1.00
Offender Records Clerks	2.00				1.00	2.00
Sub Total Programs	34.00					34.00

SECURITY SUPERVISORS	Security Supervisors					
	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Assistant Superintendent - Security	1.00				1.00	1.00
Security Clerk	1.00				1.00	1.00
Chief of Security - Major	1.00				1.00	1.00
DHO / Administrative - Captain	1.00				1.00	1.00
Shift Supervisor - Lieutenant		1.00	1.00	1.00	1.67	5.00
Assistant Shift Supervisor - Sergeant		1.00	1.00	1.00	1.67	5.00
Security Threat Group Investigator	1.00				1.00	1.00
Security Threat Group Clerk (deleted)					1.00	0.00
Segregation Supervisor - Lieutenant		1.00	1.00		1.50	3.00
Armory/Key Control - Sergeant	1.00				1.00	1.00

Sub Total Security Supervisors	6.00	3.00	3.00	2.00	19.00
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CORRECTIONAL OFFICERS Correctional Officers

OFFICERS - MAIN COMPOUND

Minimum Security Housing (100 Beds)

	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Housing Officer		1.00	1.00	1.00	1.60	4.80
Community Work Crew Officer ¹ (retitled)	2.00				1.20	2.40
Outside Grounds Work Crew Officer ¹ (Added)	1.00				1.20	1.20

Mental Health Housing (128 Beds)

	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Housing Officer		6.00	6.00	6.00	1.60	28.80

General Population Housing Units B - E (210 Beds Each)

	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Housing Unit-B Officers		3.00	3.00	2.00	1.60	12.80
Housing Unit-C Officers		3.00	3.00	2.00	1.60	12.80
Housing Unit-D Officers		3.00	3.00	2.00	1.60	12.80
Housing Unit-E Officers		3.00	3.00	2.00	1.60	12.80

Support Officers

	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	FTE
Staff/Visitor Entry ¹		1.00	1.00		1.60	3.20
Central Control Officer		2.00	2.00	2.00	1.60	9.60
Perimeter Patrol		1.00	1.00	1.00	1.60	4.80
Yard/Compound ¹		2.00	2.00	1.00	1.60	8.00
Escort/Utility		4.00	3.00	2.00	1.60	14.40
Transportation ¹	4.00				1.20	4.80
Reception and Discharge ¹	2.00				1.20	2.40
Segregation Control ¹		1.00	1.00	1.00	1.60	4.80
Segregation Rover ¹		2.00	2.00	2.00	1.60	9.60
Kitchen ¹		1.00	1.00		1.60	3.20
Medical ¹		1.00	1.00	1.00	1.60	4.80
Indoor/Outdoor Recreation ¹		2.00	2.00		1.60	6.40
Back Gate	1.00				1.20	1.20
Education Officer ¹	2.00				1.20	2.40
Visitation ¹	2.00				1.20	2.40
Tower Officer		1.00			1.20	1.20

Sub Total Correctional Officers	14.00	37.00	35.00	25.00	171.60
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¹Position may be redeployed if no Offenders are present or as activity requires.

²Correctional Emergency Response Teams (CERT) are derived from Escort/Utility, Yard Compound Officers, etc.

FACILITY SUMMARY

NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
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FACILITY SUMMARY						
	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Executive Office	9.00	0.00	0.00	0.00		9.00
Business / Support	13.00	0.00	0.00	0.00		13.00
Maintenance	2.00	3.00	2.00	1.00		10.00
Programs	34.00	0.00	0.00	0.00		34.00
Security Supervisors	6.00	3.00	3.00	2.00		19.00
Correctional Officers	14.00	37.00	35.00	25.00		171.60
Total Staff	78.00	43.00	40.00	28.00		256.60

Attachment D

PERFORMANCE MEASURES

1. Monitoring: At the State's discretion, the State will monitor the Contractor's performance to ensure compliance in accordance with all contract provisions and applicable Department, State, and Federal written policy, procedure, instructions, guidelines, court orders, codes, laws, rules, and regulations.

1.1 For the duration of this contract, the Contractor shall, via its assigned Superintendent, ensure routine monitoring of service delivered, to include monitoring of subcontracted services. Such monitoring activities shall include documenting noted deficiencies and requesting corrective action to ensure that, at least, the minimum service requirements specified by this Contract are met.

1.2 For the duration of this contract, the State shall conduct inspections in accordance with established State procedures.

1.3 Special monitoring activities shall be conducted with timely notice to the Contractor. The Contractor's operations, program services, as well as records pertaining to this Contract may be included in special monitoring activities.

1.4 Routine, daily monitoring activities shall be conducted on-site by the State's Contract Compliance Monitor. The Contractor's operations, program services, as well as records pertaining to the contract may be included in monitoring activities.

1.5 The Contractor shall meet with the State's Contract Compliance Monitor at least once per week to discuss problems or issues relevant to the facility. The Contract Compliance Monitor shall document the meeting minutes, and submit documented reports in accordance with established procedures.

2. Statements of Minimum Requirements: American Correctional Association (ACA), Standards for Adult Correctional Institutions Fourth Edition accreditation.

2.1 The Contractor shall file a plan no later than six (6) months after transition to identify the process to achieve ACA accreditation.

2.2 Within eighteen (18) months after the start of the transition process will achieve ACA accreditation.

2.3 The Contractor will maintain ACA accredited status throughout the tenure of the Contract and any extensions.

4.2 The Contractor shall submit in writing to the State, the year-end expenditure statement of the Facility within sixty (60) calendar days of close of each fiscal year.

4.3 The Contractor shall submit a copy of the annual independent audit reports of the year-end expenditure statement and all cash accounts (offender cash accounts, club accounts and any other offender cash accounts which may exist from time to time) of the Facility, to the State within one hundred eighty (180) calendar days following the close of each fiscal year.

4.4 The Contractor shall submit a copy verifying proof of insurance to the State a minimum of thirty (30) days after transition and annually thereafter.

5. Annual Personnel and Compensation Report: The Contractor shall provide an annual report to the State on or before September 1st of each year regarding the pay scale and job classification structure for all employees of the Facility.

5.1 The Contractor shall conduct a thorough background investigation, to include criminal and employment history, prior to an offer for employment.

5.2 The Contractor shall submit to the State, written notification of all employment vacancies and hires within five (5) business days from the date the vacancy or hiring occurred.

5.3 The Contractor shall not exceed sixty (60) calendar days on the filling of staffing position vacancies.

6. Training: The Contractor shall provide to the State, at a minimum of thirty (30) calendar days prior to anticipated implementation, all training curriculums', lesson plans, and related materials for approval prior to use.

7. State Policy and Procedure: The Contractor shall adhere to all State Policy and Procedure, 100% of the duration of the contract term.

3. Administration: The Contractor shall be a public or private legal entity or part of a legal entity, and shall make immediate notification to the State if status should change during the contracted term.

3.1 The Contractor shall establish a Community Advisory Committee comprised of local community business leaders, local community organizations, and facility representatives, within thirty (30) calendar days of contract execution.

3.1.1 The Contractor shall notify the State, in writing, of all scheduled Community Advisory Committee meetings, to allow for State representation and participation, at a minimum of thirty (30) days in advance of the scheduled meeting. Written notification shall include date, time, location, and agenda.

3.1.2 The Contractor shall document, in writing within ten (10) days following the meeting, all Community Advisory Committee meeting minutes.

3.1.3 The Contractor shall solicit community involvement in writing, and track all proposal and/or in process projects.

3.2 Upon selection, prior to appointment, of the facility Superintendent, the Contractor shall submit in writing the name and qualifications of the individual being presented to the State for approval.

3.2.1 The Contractor shall ensure, for the duration of this contract, that the facility Superintendent meets the minimum State requirements for the position.

3.3 The Contractor shall submit a copy of recommended policy and procedure manual(s) to the State at a minimum of thirty (30) days prior to anticipated facility transition.

3.4 The Contractor shall submit a copy of recommended policy and procedure manual additions, amendments, or modifications to the State at a minimum of thirty (30) calendar days prior to anticipated facility implementation.

3.5 The Contractor shall submit in writing to the State, within ten (10) calendar days of receipt by the Contractor, any new litigation filings, related documents, (i.e., lawsuits, responses, settlements, etc.) affecting the operation and/or management of the facility.

4. Fiscal Management: The Contractor shall prepare an annual written budget that is approved by the appropriate governing authority.

4.1 On an annual basis, the Contractor shall submit in writing to the State, annual budget income and expenditure statements and an annual financial audit report prepared by an independent CPA firm. Documents shall be submitted within fifteen (15) calendar days from audit completion or receipt of findings by the Contractor.